

OFFICIAL EXHIBITS

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

FILED
August 20, 2021
INDIANA UTILITY
REGULATORY COMMISSION

VERIFIED PETITION OF THE BOARD OF)
DIRECTORS FOR UTILITIES OF THE)
DEPARTMENT OF PUBLIC UTILITIES OF THE)
CITY OF INDIANAPOLIS, AS TRUSTEE OF A)
PUBLIC CHARITABLE TRUST FOR THE WATER)
SYSTEM, D/B/A CITIZENS WATER FOR)
APPROVAL OF A LEAD SERVICE LINE)
REPLACEMENT PLAN PURSUANT TO IND.)
CODE CH. 8-1-31.6)

IURC
PETITIONER'S

EXHIBIT NO.

11-22-21
DATE

AT
REPORTER

CAUSE NO. 45599

VERIFIED DIRECT TESTIMONY
of
ANDY LUTZ

On
Behalf of
Petitioner,

CITIZENS WATER

Petitioner's Exhibit No. 2

INTRODUCTION AND BACKGROUND

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A1. My name is Andy Lutz. My business address is 2150 Dr. Martin Luther King Jr. Street, Indianapolis, Indiana, 46202.

Q2. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A2. I am employed by the Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, which does business as Citizens Energy Group. I currently serve as Director of Program & Technical Services. Citizens Energy Group owns the water utility that does business as Citizens Water and provides water utility service to residential, commercial, industrial and wholesale customers in the City of Indianapolis and neighboring communities. Citizens Water is the Petitioner in this proceeding and is referred to interchangeably in my testimony as "Citizens Water" and "Petitioner."

Q3. PLEASE DESCRIBE THE DUTIES AND RESPONSIBILITIES OF YOUR PRESENT POSITION.

A3. As Director of Program & Technical Services for Citizens Energy Group, I am responsible for scheduling, budgeting, program development and oversight, and asset management of various capital projects undertaken by Citizens Energy Group.

Q4. HOW LONG HAVE YOU BEEN EMPLOYED BY CITIZENS ENERGY GROUP?

A4. I have been employed by Citizens Energy Group since October of 2015.

Q5. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.

1 A5. I received a Bachelor of Science Degree from Purdue University in Civil Engineering in
2 2000. I am a licensed Professional Engineer in the State of Indiana. I am a member of the
3 American Society of Civil Engineers and National Society of Professional Engineers.

4 **Q6. PLEASE DESCRIBE YOUR PRIOR BUSINESS EXPERIENCE.**

5 A6. Prior to joining Citizens Energy Group, I was employed by the City of Indianapolis'
6 Department of Public Works. From December of 2014 through October of 2015, I served
7 as the Director of Public Works. From September of 2012 to December of 2014, I was the
8 Deputy Director of Engineering for the Department of Public Works. In that capacity, I
9 was responsible for managing the City of Indianapolis' capital program for all
10 transportation, stormwater, parks and land stewardship related projects. I maintained a
11 capital program with an average annual spend of \$75 million and more than 40 employees.

12 **Q7. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

13 A7. The purpose of my testimony is to explain how replacements will be made as part of
14 Citizens Water's proposed Lead Service Line Replacement Plan ("LSLR Plan" or "Plan").
15 Among other things, I will describe the process Citizens Water will use in replacing lead
16 service lines, including communications with property owners and customers and testing
17 of lead service lines. I also support the proposed budget for the Plan and describe the
18 assumptions underlying that budget. In addition, I describe and support the Right of Entry
19 Agreement that Citizens Water and property owners participating in the Plan will execute.

20 **Q8. WHAT HAVE YOU DONE TO PREPARE YOURSELF TO TESTIFY IN THIS**
21 **PROCEEDING?**

1 A8. I have been integrally involved in the design of the LSLR Plan. Among other things, I
2 assisted in preparing the terms of the Plan, as well as the Right of Entry Agreement that
3 property owners will execute as part of the Plan. I also helped develop the budget for the
4 Plan. In addition, I have overseen some preliminary lead service line replacement projects
5 that have been undertaken to help develop the budget.

6 **Q9. ARE YOU SPONSORING ANY ATTACHMENTS TO YOUR TESTIMONY?**

7 A9. Yes. I am sponsoring the following attachment:

- 8 • Petitioner's attachment AL-1 – the Right of Entry Agreement.

9 **PROCESS FOR REPLACING LEAD SERVICE LINES**

10 **Q10. WHAT RESOURCES WILL CITIZENS WATER RELY UPON TO COMPLETE**
11 **LEAD SERVICE LINE REPLACEMENTS?**

12 A10. Citizens Water will manage the LSLR Plan with its internal staff and supplement that staff
13 with outside resources as needed for specific expertise.

14 **Q11. WHAT OUTSIDE RESOURCES MIGHT CITIZENS WATER WORK WITH TO**
15 **COMPLETE LEAD SERVICE LINE REPLACEMENTS?**

16 A11. Citizens Water will bring in outside contractors when necessary to bring additional
17 expertise. For instance, Citizens Water has partnered with 120Water to bring a cloud-based
18 platform to manage service line replacements and interactions with customers and property
19 owners. 120Water has created a leading digital water platform, with capabilities designed
20 to help state regulators and utilities comply with the Lead and Copper Rule revisions

1 recently released by the Environmental Protection Agency. 120Water's platform is being
2 used by utilities throughout the United States.

3 **Q12. PLEASE PROVIDE A RANGE FOR THE NUMBER OF LEAD SERVICE LINES**
4 **THAT CITIZENS WATER ESTIMATES WILL BE REPLACED ANNUALLY IN**
5 **ACCORDANCE WITH IC 8-1-31.6-6(A)(5).**

6 A12. Citizens Water anticipates investing approximately \$2.5 to \$5 million annually in lead
7 service line replacements, resulting in an estimated 120-560 annual full-service line
8 replacements, including replacement of lead in both the right-of-way and on private
9 property.

10 **Q13. DO YOU ANTICIPATE REPLACING ANY LEAD MAINS PURSUANT TO IC 8-**
11 **1-31.6-6(A)(6)?**

12 A13. No. Citizens Water has no lead mains in its distribution system, so there are no lead main
13 replacements included in the LSLR Plan.

14 **PLAN BUDGET**

15 **Q14. PURSUANT TO IC 8-1-31.6-6(A)(10), WHAT IS THE ESTIMATED TOTAL COST**
16 **TO REPLACE ALL CUSTOMER OWNED PORTIONS OF THE LEAD SERVICE**
17 **LINES WITHIN OR CONNECTED TO THE WATER UTILITY'S SYSTEM?**

18 A14. Currently, Citizens Water estimates there are approximately 55,000 service lines with some
19 portion of the pipeline containing lead. However, due to the fact those service lines are not
20 owned by Citizens Water, there are gaps in the historical records we have, especially with

1 respect to materials on private property. The total projected Plan cost is \$490 million in
2 2020 dollars. However, Citizens Water anticipates this estimate may change in future years.

3 **Q15. GIVEN THE MAGNITUDE OF THE TOTAL REQUIRED INVESTMENT, HOW**
4 **DOES CITIZENS WATER PLAN TO COMPLETE LEAD SERVICE LINES ON**
5 **ITS SYSTEM IN A MANNER THAT WILL NOT SIGNIFICANTLY INCREASE**
6 **RATES?**

7 A15. In order to ease the impact on customers, Citizens Water will complete the replacements
8 over a 33-year period, and as discussed later in my testimony, we will monitor the
9 availability of grants and low interest loans that would help offset the cost of lead service
10 line replacements and the LSLR Plan. Citizens Water will have the ability to ramp up or
11 ramp down the Plan depending on available funding and efficiencies we realize once work
12 begins. The LSLR Plan, as proposed, has flexibility to be completed sooner or take longer
13 than the estimated 33 years. We have learned that experience in completing projects often
14 reduces future costs of completing the same type of project. For instance, CWA Authority,
15 Inc. has been able to significantly reduce the cost of completing Septic Tank Elimination
16 Program projects as has been discussed in its most recent rate cases.

17 **Q16. WHAT IS THE BUDGET FOR THE PLAN?**

18 A16. The budget for the expected 33-year term of the LSLR Plan is set forth in the Plan. The
19 estimated number of service lines replaced during the first five years of the Plan is set forth
20 below:

21

| | | | | | |
|--|--------|----------|----------|----------|----------|
| | | | | | |
| Service Lines Verified per year | 220 | 660 | 660 | 660 | 660 |
| Service Lines Replaced/Removed per year | 120 | 560 | 560 | 560 | 560 |
| Cumulative Number of Service Lines Verified | 220 | 880 | 1,540 | 2,200 | 2,860 |
| Cumulative Replacements/Removals | 120 | 680 | 1,240 | 1,800 | 2,360 |
| Program Development | \$ 900 | \$ 50 | \$ 50 | \$ 50 | \$ 50 |
| Program Delivery (Adm, Marketing, Reporting, etc.) | \$ 831 | \$ 831 | \$ 831 | \$ 831 | \$ 831 |
| Field Construction (including overhead) | \$ 797 | \$ 4,180 | \$ 4,180 | \$ 4,180 | \$ 4,180 |
| | | | | | |
| | | | | | |

Q17. WHAT TYPES OF EXPENSES ARE INCLUDED IN THE YEAR ONE BUDGET?

A17. Year 1 includes Plan start-up costs, including: (i) communication/marketing material updates, refinements; (ii) service line management software development, installation, and implementation; (iii) service line material probability analysis process development; (iv) project reporting, tracking development, and implementation; (v) Laboratory Testing implementation; and (vi) Interdepartmental Support (IT, Regulatory, Operations, Customer Service) process development, and implementation. In addition, field investigations to enhance data integrity and identify unknown service materials for LSLR Plan prioritization and scheduling are planned for Year 1. Citizens Water estimates 220 total lead service lines will be addressed, including 120 replacements and 100 field-confirmed as non-lead and not requiring replacement. Fewer proactive lead service line replacements are scheduled for Year 1 to allow these field investigations to be priority for completion to minimize field logistic impacts in Years 2-5.

Q18. WHAT TYPES OF EXPENSES ARE INCLUDED IN YEARS TWO THROUGH FIVE?

1 A18. During Year 2, the LSLR Plan calls for an estimated 660 service lines to be addressed,
2 including 560 replacements, which includes 400 proactive lead service line replacements,
3 and increases in the number of services replaced during maintenance activities, and
4 increases in those replaced by proactive property owners. Corresponding funding levels
5 increase to \$5 million annually in support of these replacements.

6 **Q19. WHAT IS THE ESTIMATED SPEND IN FUTURE YEARS OF THE PLAN?**

7 A19. Future year funding levels are projected based on available information at this time with a
8 goal of completing all replacements in approximately 33 years. Specific decisions about
9 future funding levels will be made as those years approach based on balancing progress
10 and prioritization. Based on currently available information, the LSLR Plan calls for an
11 increase in the number of proactive replacements to 1,140 per year at an investment level
12 of approximately \$10 million annually in Years 6-10. Years 11-33 continue the Plan
13 completion at approximately 2,000 proactive replacements per year with annual
14 investments of approximately \$18 million.

15 **Q20. WHAT IS THE ESTIMATED COST PER REPLACEMENT THAT WAS USED IN**
16 **DEVELOPING THE BUDGET?**

17 A20. The estimated cost of replacing each service line is \$7,475. The cost estimate is based on
18 the 2019 lead service line replacement costs of \$4,200 for right-of-way lead service line
19 replacement, \$3,200 for the replacement of the property owner's lead service line, and \$75
20 for coordinating the post-construction water flushing and sampling for lead. These costs
21 include all internal and external construction-related costs and associated pre-construction

1 and post-construction coordination, administration and documentation. However, these
2 costs are estimates, and the actual costs of each project could vary.

3 **Q21. WILL CITIZENS WATER MAKE ADJUSTMENTS TO THE PLAN IF THE**
4 **AVERAGE COST OF REPLACEMENTS GOES UP OR DOWN?**

5 A21. Yes. Citizens Water plans to monitor these costs and anticipates that the average costs
6 could increase or decrease as the LSLR Plan continues. Future factors that could influence
7 these costs include: (i) local codes and ordinances; (ii) new or changed laws or construction
8 standards; (iii) competitive market prices; (iv) construction technology improvements; (iv)
9 additional EPA regulations; and (vi) property site conditions. Citizens Water will continue
10 to refine these costs as the LSLR Plan is implemented and monitored and intends to use
11 changes in costs to increase or decrease the rate of lead service line replacements.

12 **Q22. DESCRIBE HOW THE LSLR PLAN WILL ADDRESS THE COSTS OF UNUSUAL**
13 **SITE RESTORATION WORK NECESSITATED BY STRUCTURES OR**
14 **IMPROVEMENTS LOCATED ABOVE THE CUSTOMER OWNED PORTION**
15 **OF THE LEAD SERVICE LINES PURSUANT TO IND. CODE § 8-1-31.6-6(A)(7).**

16 A22. Unusual restorations will be assessed by Citizens Water's staff prior to the lead service line
17 replacement construction work begins. Citizens Water staff will provide an estimate of the
18 cost of unusual restoration to the property owner for review. The property owner can either
19 choose to have Citizens Water complete the restoration on their property or perform the
20 work independently. If the property owner chooses to have Citizens Water complete the
21 restoration on their property, Citizens Water will complete the work at a cost not to exceed

1 a cap established in the Plan. The property owner must reimburse Citizens Water for any
2 costs exceeding the cap or perform any work exceeding the cap independently.

3 **Q23. IN ACCORDANCE WITH IND. CODE § 8-1-31.6-6(A)(1), WHAT EFFORTS WILL**
4 **CITIZENS WATER UNDERTAKE TO OBTAIN GRANTS OR LOW INTEREST**
5 **LOANS, AND HOW WILL CITIZENS WATER USE LOW INTEREST LOANS TO**
6 **HELP FINANCE OR REDUCE THE COST OF THE LEAD SERVICE LINE**
7 **IMPROVEMENTS, INCLUDING ANY ARRANGEMENTS FOR CUSTOMERS**
8 **TO RECEIVE AVAILABLE GRANTS OR FINANCING DIRECTLY?**

9 A23. Citizens Water will continue to monitor the availability of grants and low interest loans
10 and explore lead service line replacement funding options that may be available through
11 federal, state, and local agencies. For example, the Indiana Finance Authority ("IFA") is
12 responsible for the receipt and distribution of low interest and/or grant funds for the State
13 of Indiana. IFA oversees the State's debt issuance in support of state, local, and business
14 investments, including the State Revolving Fund ("SRF") and the State Water
15 Infrastructure Fund ("SWIF"). SRF funds are eligible to support drinking water
16 infrastructure improvements at low interest rates to promote public health and the
17 environment. SRF loans could help reduce costs in the short term and support increased
18 levels of lead service line replacements but would spread the cost of the LSLR Plan over a
19 longer term. SWIF funds provide grant funding to Indiana utilities for wastewater, drinking
20 water and stormwater projects that either protect or improve public health or water quality.

1 In addition, Citizens Water will also monitor “The American Jobs Plan,” which as proposed
2 includes funds to eliminate lead pipes, including service lines.

3 **Q24. ASSUMING CITIZENS WATER IS ABLE TO OBTAIN GRANTS, HOW WILL**
4 **THOSE GRANTS BE USED TO OFFSET THE BUDGET?**

5 A24. Additional funding through grants would help reduce the LSLR Plan cost in future years,
6 or potentially could be used to increase the rate of annual replacements to the benefit of the
7 community.

8 **COMMUNICATIONS WITH CUSTOMERS AND PROPERTY OWNERS**

9 **Q25. DESCRIBE THE PROCESS FOR COMMUNICATING WITH CUSTOMERS AND**
10 **PROPERTY OWNERS PRIOR TO UNDERTAKING THE LEAD SERVICE LINE**
11 **REPLACEMENTS PURSUANT TO IND. CODE § 8-1-31.6-6(A)(8).**

12 A25. Citizens Water intends to communicate with its customers and property owners as a whole
13 through its website (CitizensEnergyGroup.com) under the section labeled “Lead and
14 Copper in Drinking Water.” This page will provide up-to-date information on lead service
15 lines and include answers to frequently-asked-questions about lead and service lines.
16 Petitioner also will provide communications to each property owner and customer in the
17 project scope, along with associated neighborhood groups and local leaders. Initial
18 communications will notify those groups of the upcoming project and provide a description
19 of the various steps involved to establish a positive relationship for the project.
20 Communications will continue through field surveys, construction, flushing, sampling and
21 testing.

**Q26. HOW WILL CITIZENS WATER COMMUNICATE WITH PROPERTY OWNERS
WHOSE SERVICE LINES ARE BEING REPLACED?**

A26. As water service lines are identified for replacement, Citizens Water staff and its contractors will contact affected property owners to coordinate their property's service line replacement to avoid inconvenient service interruptions. After construction is completed and service is restored through the new service line, a water flushing and sampling packet containing whole-house flushing instructions, water sampling instructions, sampling bottles, a water sampling questionnaire, and additional information about lead and drinking water will be provided to the property owner. Citizens Water's staff will coordinate with the property owner to pick up the water samples for laboratory testing and results of the tests will be provided verbally and in writing to the property owner. If additional sampling is required, Citizens Water's staff will provide a new water flushing and sampling packet and arrange a new pick up time for the additional water sample bottles.

**Q27. WILL PROPERTY OWNERS BE REQUIRED TO EXECUTE A CONTRACT
PRIOR TO PARTICIPATING IN THE PLAN?**

A27. Yes. The Right of Entry Agreement attached hereto as Petitioner's Exhibit No. 2, Attachment AL-1 will be provided to each property owner, and subsequent to the property owner's execution of the Right of Entry Agreement, Citizens Water will commence work on the lead service line replacement. The Right of Entry Agreement provides the legal framework for the completion of the lead service line replacement by Citizens Water at no cost to the customer or property owner and allows the right of entry for Citizens Water

1 staff and contractors to perform the work required. The Right of Entry Agreement
2 describes the work that will be performed on the property and describes how circumstances
3 that require unusual site restoration will be addressed consistent with the LSLR Plan.

4 **Q28. CAN A CUSTOMER DECLINE TO PARTICIPATE IN THE LSLR PLAN?**

5 A28. Yes. A property owner can either agree to permit Citizens Water to replace their lead
6 service line by signing the Right of Entry Agreement or decline to permit Citizens Water
7 to replace the service line by acknowledging awareness of a service line containing lead
8 material. An alternate form for use by property owners wishing to decline replacement of
9 their lead service line is attached to the Right of Entry Agreement included as Petitioner's
10 Exhibit No. 2, Attachment AL-1.

11 **Q29. WHO WILL BE RESPONSIBLE FOR PAYING FOR ANY FUTURE REPAIRS**
12 **THAT MIGHT NEED TO BE MADE ONCE LEAD SERVICE LINES HAVE BEEN**
13 **REPLACED?**

14 A29. The LSLR Plan does not change the ownership of the current or future service lines.
15 Ownership of the affected service lines will continue to remain with the property owner.
16 Therefore, the property owner will be responsible for any future repairs to the service line
17 once it is replaced.

18 **CONCLUSION**

19 **Q30. IN YOUR OPINION, IS THE PROPOSED LSLR PLAN IN THE PUBLIC**
20 **INTEREST?**

1 A30. Yes. The LSLR Plan will result in the elimination of lead service lines, which in turn, will
2 reduce the risk of exposure to lead in drinking water. Moreover, under the Plan, Citizens
3 Water's professional personnel will be in charge of the replacements. This helps ensure
4 the projects are done correctly and at zero cost to the property owner, based on Citizens
5 Water's ability to recover the cost of the Plan in rates. Citizens Water's LSLR Plan is
6 designed to ensure residents are protected during and after the lead service line removal
7 and that the work is done in a cost-effective manner.

8 **Q31. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

9 A31. Yes.

VERIFICATION

The undersigned affirms under the penalties for perjury that the foregoing testimony is true to the best of his knowledge, information and belief.



Andy Lutz

Right-of-Entry Agreement for Water Service Line Work

Customer Agrees to Allow Citizens to Conduct Water Service Line Work on Customer's Property

This Agreement ("Agreement") is entered into this __ day of _____ 20 ____ between the Department of Public Utilities of the City of Indianapolis, acting by and through the Board of Directors for Utilities, doing business as Citizens Water, herein referred to as "Citizens," and _____, hereinafter referred to as "Customer" or "Owner", with an address of _____, hereinafter referred to as "Customer's Property."

WHEREAS, Citizens is offering to perform certain Work for Customer at no cost, subject to the terms as provided herein; and,

WHEREAS, Customer desires to accept the offer and grant the Right-of-Entry to obtain water service line inspection and/or replacement services from Citizens.

NOW, THEREFORE, the parties agree as follows:

1. Work

"Work" is defined as having Citizens conduct any or all of the following activities: expose and inspect the existing water service line to identify material type, install a new water service line and abandon the Customer's existing water service line if warranted based upon criteria selected by Citizens, and perform any necessary flushing and/or water quality testing. . Notwithstanding any of the foregoing, Citizens will determine the need to replace the water service line including the water meter in whole or in part based on its sole determination.

2. Right-of-Entry

For the purposes stated herein, Customer grants to Citizens and its contractor or subcontractors a right-of-entry onto the Customer's Property for the purposes of performing the Work. Citizens will restore the Customer's Property to as near its original condition as is practicable or as otherwise agreed to in writing with the Customer. Citizens will not be responsible for unusual site restoration requests beyond typical standard of care for public improvement projects. If, prior to or during the Work, Citizens identifies a structure or obstruction that will prevent it from being able to complete the Work or require unusual site restoration, then Citizens will notify the Customer to identify what portion of restoration activities will be covered under this Agreement and what portion will be the responsibility of the Customer. The parties will mutually agree in writing which portion of the restoration activities will be the responsibility of the Customer and which will be the responsibility of Citizens. If the parties are not able to in good faith reach a mutual agreement regarding restoration costs, then either party may terminate this agreement without further obligation or liability to the other.

3. Assignment

Customer is not allowed to assign this Agreement to any other person or entity.

4. Customer Representation and Warranties

Customer represents and warrants ownership of the Customer Property and therefore, Customer has the right to grant and convey the right-of-entry described above and to provide Citizens, its contractor, and its contractor's subcontractors with all rights and privileges necessary to complete the Work. Only the Customer, as Owner of the Property, and other owners of the Property, if any, may enter into this Agreement. Property tenants or other Property occupants are not authorized to sign this Agreement, and the Agreement shall be null and void if signed by a tenant or other non-owner occupant of the Property.

In consideration for performing the Work to inspect and, if warranted, install the Customer's service line at Citizens' cost and Citizens' agreement to provide a twelve (12) month limited workmanship warranty, Customer agrees to indemnify, release and hold harmless Citizens and its affiliates and agents from all claims, liabilities and costs resulting from Citizens' and/or its approved subcontractors' acts and omissions in performing the Work. As used in this provision, the term "agent" does not include subcontractors.

5. Warranty on Workmanship

Citizens warrants the workmanship of its installation of the Customer's service line for a period of twelve (12) months following the date set forth above, with Citizens' liability for breach of this warranty limited to the cost of repairing or replacing the Customer's service line at the sole discretion of Citizens. This warranty does not transfer the obligation of the Customer for maintaining the water service line in accordance with Citizens' Terms and Conditions for Water Service.

Right-of-Entry Agreement for Water Service Line Work

6. Governing Law and Litigation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Indiana. Litigation associated with or arising under this Agreement is allowed to be filed only in the state courts located in Indianapolis, Marion County, Indiana.

7. Environmental Liability

Customer agrees that neither Citizens, its contractor nor subcontractors shall be liable for environmentally related claims arising from conditions on the Customer's Property prior to the beginning of the Work. Citizens reserves the right to discontinue Work based on dangers present in the work environment (including but not limited to asbestos insulation, hazards in the area, etc.), and shall not be obligated to continue the Work until any such dangers are remedied in full by the Owner to the reasonable satisfaction of Citizens and within a six (6) month time period.

8. Termination

Citizens may terminate this Agreement at any time without penalty or further obligation or liability to Customer in the event of any breach of this Agreement by the Customer. Citizens may, in its sole discretion, offer an opportunity for Customer to cure a breach, but need not wait until any such cure to terminate this Agreement as set forth herein. An uncured breach of this Agreement by Customer shall be deemed to be, and shall be treated by Citizens the same as, an express declination by the Customer of any further Work under this Agreement, including but not limited to a replacement of any service line, to the extent otherwise warranted as set forth herein.

9. Time Is Of The Essence

This Agreement shall be void and unenforceable unless it is signed by Customer and returned to Citizens within 60 days of the mailing date of the offer to Customer. This offer, if not otherwise specified, was tendered to Customer by Citizens by no later than [DATE].

10. Entire Agreement and Amendments

This Agreement and the Terms and Conditions for Water Service approved by and on file with the Indiana Utility Regulatory Commission are the documents that set forth the entire agreement and understanding between Customer and Citizens with respect to the subject matter of this Agreement. Customer and Citizens agree that no other agreements or promises, verbal or written, exist between them with respect to the subject matter of this Agreement. This Agreement may be amended only by the express, written agreement of both Customer and Citizens.

Notices

Notices pursuant to this Agreement will be in writing and mailed by regular or certified mail to the party's address as follows:

Customer

Notice will go to the Customer's Property address unless
Customer's official address is different, as provided below:

Citizens Water: Citizens Energy Group
ATTN: LSLR Program Agreement
2020 North Meridian Street
Indianapolis, Indiana 46202



Right-of-Entry Agreement for Water Service Line Work

Signatures

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this _____ day of _____ 20____.

Customer:

Citizens Water
2020 North Meridian Street
Indianapolis, Indiana 46202

Signature, Date

Signature, Date

Print Name

Print Name

Signature, Date

Phone Number

Print Name

Email

Address

Phone Number

Email



Right-of-Entry Agreement for Water Service Line Work

Owner Declines to Have Citizens Replace Customer's Service Line

This Statement ("Statement") is made on this _____ day of _____ 20 __, by _____, hereinafter referred to as "Owner," with an address of _____, hereinafter referred to as "Customer's Property."

The Owner of the Customer's Property acknowledges that the Customer has been informed by Citizens that the Customer's water service line may have a portion of lead material and, so informed, elects not to permit Citizens to provide further inspection and possible replacement. The Owner also acknowledges receipt of a fact sheet concerning lead and drinking water provided by Citizens Water.

Owner hereby certifies, warrants and represents that (s)he is a lawful owner of the Customer's Property and is authorized to execute this declination statement with respect to the Customer's Property. This declination statement shall be null and void to the extent it is not signed by a current Owner of the Customer's Property.

Signatures

IN WITNESS WHEREOF, the Owner hereby duly executes this Statement as of this _____ day of _____ 20____.

Owner:

Signature, Date

Print Name

Signature, Date

Print Name

Address

Phone Number

Email