

TOWN OF OCEAN VIEW - TIDEWATER UTILITIES. INC.  
WATER SERVICE AGREEMENT  
AMENDMENT NO. 5

This Fifth Amendment (“Amendment No. 5”) is made this as of the \_\_\_\_ day of \_\_\_\_\_ of, 2024, by and among the Town of Ocean View, Delaware (the “Town”), Tidewater Utilities, Inc., a Delaware corporation (“TUI”) and White Marsh Environmental Systems, Inc., a Delaware corporation (“White Marsh” and collectively with the Town and TUI, “the Parties”).

WHEREAS, the Town and TUI previously entered into a Water Service Agreement (“Agreement”), dated August 8, 2007, relating to providing public water, meter reading and billing services and O&M services for the Town’s Water System, and;

WHEREAS, the Town and TUI entered into an amendment to the Agreement (“Amendment No. 1”) dated May 1, 2013, and;

WHEREAS, the Town and TUI entered into a second amendment to the Agreement (“Amendment No. 2”) dated April 10, 2018, and;

WHEREAS, the Town and TUI entered into a third amendment to the Agreement (“Amendment No. 3”) dated July 10, 2018, and;

WHEREAS, the Parties entered into a fourth amendment to the Agreement (“Amendment No. 4”) dated April 12, 2023, and;

WHEREAS, the Parties seek to update and amend the Agreement, as amended, to expand O&M Services with regard to Cross-Connection Control (“CCC”) and the Lead and Copper Rule Revisions (“LCRR”) as a consequence of the implementation of new regulations governing the

Town's Water System; and

WHEREAS, the new regulations require the Town to develop a Cross-Connection Control program for the Town's Water System; and

WHEREAS, the Town intends to develop a Cross-Connection Control program for the Town's Water System by adopting the Cross-Connection Control program implemented by TUI and incorporating the Town's Water System.

NOW, THEREFORE, the Parties hereby stipulate and agree to further amend the Agreement, as previously amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, and to be bound hereby, as follows:

1. Section 9 of the Agreement is hereby amended by adding a new sub-section i. as follows:

i. Cross-Connection Control Program Services. TUI shall implement a Cross-Connection Control Program for the Town's Water System under TUI's existing CCC plan and its TUI CCC program ("TUI CCC Program"), per the State of Delaware's Public Drinking Water Systems regulations, as promulgated by the Department of Health and Social Services ("DHSS") and set forth in 16 Del. C. § 4462, State of Delaware, Regulations Governing Public Drinking Water System. §21.0 et seq. (the "CCC Regulations"). TUI shall include the Town's Water System under the TUI CCC Program in accordance with Section 21.2.1 of the CCC Regulations and the "Cross-connection Control Guidance - Summary of Water System Responsibilities" put forth by DHSS (Created: 01/2022). The ratable amount of costs and fees attributable to the implementation of the Town's CCC Program incurred by TUI will be tracked on a time and material basis at reasonable rates customary in the industry and billed to the Town on monthly itemized statements. Payments will be due within 30 days of the invoice date.

The Town shall effectively develop its Cross-Connection Control program (“Town CCC Program”) by adopting the Cross-Connection Control Program developed by TUI for its service areas (“TUI CCC Program”) but only to the extent it incorporates the Town’s Water System as required herein. The approval of this Amendment No. 5 shall constitute adoption of the TUI CCC Program as the Town CCC Program to the extent it incorporates the Town’s Water System.

Notwithstanding anything herein to the contrary, at its sole option and upon written notification to TUI, the Town may remove the Town CCC Program from TUI CCC Program; provided however, in such event, the Town shall pay TUI the ratable amount of costs and fees attributable to the implementation of the Town’s CCC Program through TUI CCC Program as set forth above.

2. Section 9 of the Agreement is hereby amended by adding a new sub-section j. as follows:

j. Lead and Copper Rule Revisions Services. On behalf of the Town, TUI shall develop a service line inventory for the Town’s Water System and submit the inventory to the DHSS's Office of Drinking Water by October 16, 2024, as required by the “REVISED Lead and Copper Rule Revisions Guidance Document” put forth by DHSS (Created December 2022 Revised 5/9/2023) (“LCRR”). The ratable amount of costs and fees attributable to the development of the Town's service line inventory incurred by TUI will be tracked on a time and material basis at reasonable rates customary in the industry and billed to the Town on monthly itemized statements. Payment will be due within 30 days of the invoice date.

3. Section 9 of the Agreement is hereby amended by adding a new sub-section k. as follows:

k. The Town shall cooperate in good faith and, upon reasonable request of TUI, execute and deliver documents or records needed to comply with the implementation of the CCC Program and LCRR for the Town's Water System. Additionally, the Town shall undertake all actions needed through ordinance adoption or other municipal codes (subject to approval by the Town's council and other legislative processes as applicable) to timely effectuate the implementation of the CCC Program and the LCRR.

4. Section 12 of the Agreement is hereby amended by adding a second paragraph as follows:

The Town and TUI recognize that the CCC Regulations, together with any CCC Program devised in accordance therewith, and the LCRR will require the Town to perform or develop certain inventory updates, assessments, testing, sampling, protocols, plans and records keeping for which TUI may be better suited to perform or develop in connection with its operation and maintenance of the Town's Water System under this Agreement. TUI shall notify the Town as soon as reasonably possible before the obligatory implementation of any necessary assessments, testing, sampling, protocols, plans and records keeping required under the CCC Regulations, the Town's CCC Program, or the LCRR (the "CCC and LCRR Compliance Services") and shall negotiate in good faith, prior to the implementation of any CCC and LCRR Compliance Services, with the Town to devise reasonable charges or a billing protocol for TUI to provide the Town CCC and LCRR Compliance Services.

5. Except as modified or amended herein, all other provision of the Agreement as amended shall remain in full force and effect. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Agreement, as amended. This Amendment No. 5 may be executed in multiple counterparts and delivered electronically via email or PDF

counterparts.

[The remainder of the page left blank, signature page to immediately follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_

Town of Ocean View

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

Attest: \_\_\_\_\_

Tidewater Utilities, Inc.

By: Bruce E. Patrick

Attest: Kirsten E. Higgins

\_\_\_\_\_

White Marsh Environmental Systems, Inc.

By: Bruce E. Patrick

Attest: Kirsten E. Higgins

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