

AMENDMENT NO. 1

dated as of [____]

between

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

and

CITY OF JOLIET, ILLINOIS

in connection with the

**WIFIA Master Agreement dated as of April 19, 2022, between the
United States Environmental Protection Agency, acting by and
through the Administrator of the Environmental Protection Agency,
and CITY OF JOLIET, ILLINOIS, for the ALTERNATIVE
WATER SUPPLY PROGRAM**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (this “**Amendment**”), dated as of [____], is by and between **CITY OF JOLIET, ILLINOIS**, a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, with an address at 150 West Jefferson Street, Joliet, IL 60432 (the “**Borrower**”), and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “**Administrator**”), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the “**WIFIA Lender**”).

RECITALS:

WHEREAS, pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the “**Act**”), which is codified as 33 U.S.C. §§ 3901-3915, the WIFIA Lender is authorized to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower and the WIFIA Lender entered into that certain WIFIA Master Agreement dated as of April 19, 2022, for the Alternative Water Supply Program – (the “**WIFIA Master Agreement**”), for the provision of three WIFIA Loans Under the Master Program (as defined in the WIFIA Master Agreement) not to exceed \$343,454,947 (excluding interest that is capitalized in accordance with the terms thereof) to be used to pay a portion of the Eligible Project Costs (as defined in the WIFIA Master Agreement) related to the Projects (as defined in each WIFIA Loan Agreement);

WHEREAS, the Borrower executed loans one and two on April 19, 2022 for a total of \$308,454,947, leaving \$35,000,000 of the Aggregate Master Program Amount remaining for loan three;

WHEREAS, the Borrower is requesting loan three for the remaining costs related to the Alternative Water Supply Program (AWSP);

WHEREAS, the Borrower, after defining the specific project subcomponents and advancing AWSP design has determined that the remainder of the program will cost \$177,400,000, significantly exceeding the original estimate of \$73,000,000 and has therefore requested to increase the Aggregate Master Program Amount to \$395,380,947, and the parties hereto have agreed to make certain amendments to the WIFIA Master Agreement as set forth below;

WHEREAS, the Borrower wishes to amend the project description for the Phase III project;
and

WHEREAS, the WIFIA Lender has entered into this Amendment in reliance upon, among other things, the information and representations of the Borrower set forth in this Amendment and the supporting information provided by the Borrower.

NOW THEREFORE, the parties to this Amendment hereby agree as follows:

Section 1. Definitions.

Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings specified in the WIFIA Loan Agreement.

Section 2. Amendments.

Each of the parties hereto hereby agree to amend the WIFIA Master Agreement (WMA), as follows:

(a) In Section 1 (Definitions), the definition of “Aggregate Master Program Amount” is hereby amended by replacing “\$343,454,947” with “\$395,380,947”;

(b) In Section 1 (Definitions), the definition of “Master Availability Period” is hereby amended by replacing “June 30, 2024” with “September 30, 2025”;

(c) In Section 1 (Definitions), the definition of “Phase III Project (System Improvements for AWSP)” is hereby amended by deleting it in its entirety and replacing it with the following:

““Phase III Project (System Improvements for AWSP)” means the design, engineering, construction engineering, program management, project management, acquisition, construction and installation of System improvements, including infrastructure to connect the System to the Water Transmission System Project and other related facility improvements.”

(d) Schedule I (Master Program Schedule) is hereby amended by deleting it in its entirety and replacing it with the schedule set forth in Annex A hereto;

(e) Schedule II (Master Program Budget) is hereby amended by deleting it in its entirety and replacing it with the schedule set forth in Annex B hereto;

(f) Exhibit K is hereby amended by deleting “\$35,000,000” for the WIFIA Loan Amount in the second column of the table titled “INDICATIVE TERMS OF THE WIFIA LOAN” and replacing it with “\$86,926,000;”

(g) Exhibit L is hereby amended by deleting “\$35,000,000” and replacing it with “\$86,926,000” in every instance; and

(h) Exhibit L, schedule 1 is hereby amended by deleting “\$73,000,000” in two places in column two and replacing both with “\$177,400,000.”

Section 3. Representations and Warranties.

The Borrower hereby represents and warrants that (a) the execution and delivery of this Amendment has been duly authorized; (b) this Amendment constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; (c) the execution, delivery and performance of this Amendment does not conflict with any provision of its charter or applicable law; (d) the information it has provided to the WIFIA Lender in connection with this Amendment is true and correct in all material respects and does not omit any information related to the matters contemplated in this Amendment, the omission of which makes such information materially misleading in any respect; and (e) as of the date hereof, there is no Default or Event of Default, or any event that, with the giving of notice and/or the passage of time, would constitute a Default or Event of Default, that has occurred and is continuing.

Section 4. Miscellaneous.

(a) Each of the parties hereto agree that:

(i) any reference in any of the WIFIA Loan Documents, or in any agreement, document or instrument contemplated thereby to the WIFIA Master Agreement shall be deemed to be a reference to the WIFIA Master Agreement as amended by this Amendment;

(ii) the terms and conditions of the WIFIA Master Agreement shall continue in full force and effect unchanged, except as expressly amended by this Amendment;

(iii) except as expressly provided in this Amendment, no provision of this Amendment shall be deemed (A) to be a consent, waiver, supplement to or modification of the term or any condition of the WIFIA Master Agreement, any other WIFIA Loan Document or any of the instruments referred to therein, or (B) to prejudice any rights or remedies which the WIFIA Lender may have now or in the future under or in connection with the WIFIA Master Agreement as amended by this Amendment, or any other WIFIA Loan Document; and

(iv) this Amendment shall be a WIFIA Loan Document; and

(v) this Amendment amends and supplements the WIFIA Master Agreement and is entered into in accordance with Section 24 (*Amendments and Waivers*) of the WIFIA Master Agreement.

(b) The provisions of Sections 18 (*Disclaimer of Warranty*) through (and including) Section 32 (*Indemnification*) of the WIFIA Master Agreement are incorporated herein and shall apply herein, *mutatis mutandis*, as if set out in this Amendment in full (and as if each reference therein to “this Agreement” were, or included (as applicable), a reference to this Amendment.

(c) This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures are effective, valid and enforceable for any counterpart to this Amendment executed by the parties hereto. Electronic delivery of an executed counterpart of a signature page of this Amendment or of any document or instrument delivered in connection herewith in accordance with Section 31 (*Notices*) of the WIFIA Master Agreement shall be effective as delivery of an original executed counterpart of this Amendment or such other document or instrument, as applicable.

(d) This Amendment shall be effective as of the date set forth on the first page of this Amendment.

[Signature pages follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF JOLIET, ILLINOIS,

by its authorized representative

By: _____

Name:

Title:

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the
Environmental Protection Agency

By: _____
Name:
Title:

ANNEX A

SCHEDULE I

MASTER PROGRAM SCHEDULE

Project Component Name	Start Date	Begin Design	Begin Construction	Substantial Completion
AWSP Program Management (Phase 1)	7/20/2018	2/1/2021	N/A	12/31/2030
AWSP CIP 1-10 (Phase 1)	7/20/2018	2/1/2021	N/A	12/31/2030
Water Distribution Improvements 2022-2030 (Phase II)	1/15/2021	3/15/2021	1/15/2022	12/31/2030
System Improvements for AWSP (Phase III)	1/15/2021	4/15/2025	4/15/2025	12/31/2030

ANNEX B**SCHEDULE II
MASTER PROGRAM BUDGET**

Project Component Name	Total Project Component Cost	WIFIA Loan Amount (up to 49%)	Total Project Component Cost as a Percentage of Aggregate Master Program Amount
AWSP Program Management and AWSP CIP 1-10 (Phase I)	\$262,208,561	\$87,465,000 (33.36%)	25.52%
Water Distribution Improvements 2022-2030 (Phase II)	\$587,873,038	\$220,989,947 (37.59%)	57.21%
System Improvements for AWSP (Phase III)	\$177,400,000	\$86,926,000 (49%)	17.27%
	\$1,027,482,599		100%