

**FIRST AMENDMENT TO THE AMENDED AND RESTATED WATER
AND WASTEWATER OPERATION AND MAINTENANCE
AGREEMENT BETWEEN INFRAMARK, LLC AND
THE CLINTON PUBLIC WORKS AUTHORITY**

THIS AMENDMENT is effective on _____, 2019 (“Effective Date”) between the Clinton Public Works Authority (hereinafter referred to as the “Municipality”) and Inframark, LLC (hereinafter referred to as the “Operator”) for the purpose of adding services regarding the Client’s reverse osmosis wastewater treatment facility:

WITNESSETH THAT:

WHEREAS, on May _____, 2015, the Client and Severn Trent Environmental Services, Inc. entered into an agreement for the operation and maintenance of the Municipality’s water and wastewater facilities (the “Agreement”); and

WHEREAS, Severn Trent Environmental Services, Inc. changed its structure to Severn Trent Environmental Services, LLC; and

WHEREAS, on or about December 1, 2017 Severn Trent Environmental Services, LLC changed its name to Inframark, LLC; and

WHEREAS, the Parties desire to execute this First Amendment to add services regarding the Municipality’s reverse osmosis water treatment facility.

1. The following definition shall be added to Article 1 of the Agreement:

“Reverse Osmosis Plant” is defined as the Municipality’s reverse osmosis water treatment plant located at _____.

2. Section 4.4(vi) of the Agreement shall be replaced with the following: “perform building janitorial services for the Facilities and cleaning of all equipment and vehicles; however, Operator shall perform grounds maintenance if the lawn is higher than four (4) inches tall within one hundred (100) feet of the Facility or any road, sidewalk, or walkway connected thereto or higher than twelve (12) inches anywhere else at the Facility. Operator’s costs for such grounds maintenance shall be an Annual Maintenance Expenditure that is incurred against the Annual Repair and Maintenance Limit.”
3. The following shall be added to the Agreement as Section 4.18:

Section 4.18 Reverse Osmosis Plant Services

- (a) Operator shall provide the services for the Reverse Osmosis Plant as set forth in Exhibit E.
- (b) Operator may perform additional services for the Reverse Osmosis Plant beyond the services specified in Exhibit E with the mutual consent of both

parties. The parties shall separately negotiate the costs of any such additional services.

- (c) When the Operator determines that a condition constitutes an Emergency as defined in Section 4.5 for the Reverse Osmosis Plant, Operator may begin taking the necessary abatement action, including all necessary equipment repairs, immediately without the Municipality's prior approval. Any cost, including Operator's labor costs, incurred during the Emergency at the Reverse Osmosis Plant shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval. Any such cost unnecessarily incurred in an Emergency shall be borne by the Operator without reimbursement by the Municipality, but only to the extent it is subsequently determined that the Operator's actions in incurring such cost were not consistent with good and prudent industry practice given the information available to the Operator at the time the decision to incur such cost was made.

- 4. The following shall be added to the Agreement as Section 4.19:

Section 4.19 Pump Station Services

With regard to the pump stations listed in Exhibit C and included in the definition of "Facilities", Operator shall provide routine inspections of the pump stations and provide SCADA monitoring of the pump stations. Municipality shall be solely responsible for all other services related to said pump stations, unless otherwise agreed upon by the parties.

- 5. The attached Exhibit E shall be added to and incorporated in the Agreement.
- 6. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment will control.
- 7. This First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the Effective Date at the top of this Agreement.

Municipality:
The Clinton Public Works Authority

Operator:
Inframark, LLC

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT E
REVERSE OSMOSIS PLANT SERVICES

- 1- Operator shall provide the following services for the Reverse Osmosis Plant:
- a) Within ninety (90) days of the First Amendment's Effective Date, assess the Reverse Osmosis Plant's condition and its equipment operating status and make recommendations to the Municipality with regard to current operating condition and alert the Municipality to potential maintenance needs of the Reverse Osmosis Plant and its equipment. In the event the Municipality does not perform any such maintenance recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Municipality's rejection of or refusal to perform said maintenance, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification;
 - b) Operate the Reverse Osmosis Plant four times per week for a minimum of 30 minutes, to operate equipment and turn over the water in the reverse osmosis ("RO") membranes and the green sand filters. The water treated will be classified as non-potable water and will be discharged to the ditch adjacent to the Reverse Osmosis Plant;
 - c) Complete preventive maintenance for the Reverse Osmosis Plant in accordance with the manufacture recommendations. The Municipality shall purchase all parts and materials, which includes but is not limited to greases, oils, and lubricants, required for such preventative maintenance;
 - d) Within ninety (90) days of the First Amendment's Effective Date, complete a review of all equipment warranty requirements and draft a preventative maintenance schedule;
 - e) Perform weekly preventative maintenance for the Reverse Osmosis Plant's back-up generator in accordance with the manufacturer recommendations;
 - f) Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filters, and other water treatment plant appurtenances at the Reverse Osmosis Plant; however, this section does not apply to any equipment or processes that have not been commissioned and accepted by the Municipality as part of the completed construction of the Reverse Osmosis Plant on the Effective Date of the First Amendment;

- g) Provide Municipality with a monthly report regarding the Reverse Osmosis Plant, which includes the following information:
 - i. The run time for the Reverse Osmosis Plant's equipment;
 - ii. Water treated by the Reverse Osmosis Plant;
 - iii. Chemical usage for the Reverse Osmosis Plant;
 - iv. Electrical usage for the Reverse Osmosis Plant; and
 - v. Maintenance activities perform by Operator and the operational status of the Reverse Osmosis Plant.

2- Operator shall not be responsible for:

- a) Semi-annual and annual maintenance of the Reverse Osmosis Plant's back-up generator;
- b) Providing fuel for the Reverse Osmosis Plant's back-up generator;
- c) Perform repairs other than the preventative maintenance as set forth in this Exhibit E;
- d) All chemical costs for the Reverse Osmosis Plant; and
- e) All laboratory analysis and laboratory equipment for the Reverse Osmosis Plant.

3- Municipality shall, at its cost, provide at least forty (40) hours of operations specific training to the Reverse Osmosis Plant, which is to be scheduled within thirty (30) days of Effective Date of the First Amendment and completed no later than ninety (90) days after the Effective Date of the First Amendment. If said training cannot reasonable be scheduled and completed within ninety (90) days, the parties shall complete said training as soon as reasonably possible. Until Municipality provides said training, Operator will not be liable for any loss, damage or liability arising from or related to the services set forth in this Exhibit E, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.