

**Village of Mantua, Ohio
RESOLUTION 2020-04**

A RESOLUTION RETROACTIVELY APPROVING THE VILLAGE ADMINISTRATOR'S EXECUTION OF A MONTH-TO-MONTH AGREEMENT WITH ENVIROLINK, INC. FOR THE OPERATION OF THE VILLAGE OF MANTUA WATER AND WASTEWATER UTILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the agreement between the Village and Portage County Water Resources for the operation of the Village's water and wastewater utilities expired on December 27th, 2019, and Portage County has declined to enter into any further extensions; and

WHEREAS, the Ohio Environmental Protection Agency ("EPA") has established minimum staffing requirements for public water systems with which the Village must comply; and

WHEREAS, upon receipt of Portage County's twenty-one day notice that the aforementioned agreement would not be extended, the Village Administrator, acting pursuant to section 133.02(f)(4) of the Village of Mantua Codified Ordinances, has solicited a proposal and entered into an agreement with Envirolink, Inc. to act as operator of record for the water and wastewater utilities on a month-to-month basis in order to meet EPA requirements until such time as the formal bidding procedure can take place and permanent operators of record hired; and

WHEREAS, this Council now wishes to retroactively approve the execution of this Agreement as required by Mantua Codified Ordinance section 133.02(f)(4).

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, two-thirds or more of the members elected thereto concurring, that:

SECTION 1: The execution of the Envirolink Utility Management Service Agreement by the Village Administrator, as attached hereto as "Exhibit A" and incorporated herein by reference, is hereby ratified and retroactively approved.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared a retroactive emergency measure, due to the need to ratify and approve the execution of the Envirolink Utility Management Service Agreement necessary to comply with Ohio EPA staffing requirements as of December 28th, 2019, and shall become immediately effective upon its proper passage by two thirds or more of the members elected to the Mantua Village Council.

PASSED AS EMERGENCY, this 21st day of January, 2020.

**Village of Mantua, Ohio
RESOLUTION 2020-04**

Attest:

Linda Clark, Mayor

Jenny August, Clerk of Council

I hereby certify that this Resolution was duly published by public posting at pre-designated posting places in the Village of Mantua on the ____ day of January, 2020.

Jenny August, Clerk of Council

Approved as to legal form:

Michele Stuck, Solicitor

Village of Mantua, Ohio
RESOLUTION 2020-04
"Exhibit A"

Utility Management Service Agreement
Envirolink of Ohio, LLC
The Village of Mantua

This Utility Management Service Agreement (hereinafter referred to as the "Agreement") is made as of this 27 day of December 2019 by and between **Envirolink of Ohio, LLC**, an Ohio Limited Liability Company (hereinafter called "Envirolink"), and the **Village of Mantua**, a village in Portage County, Ohio (hereinafter called "Owner"). In this Agreement, Envirolink and the Owner are referred to collectively as the "Parties" and individually as a "Party."

Witnesseth

WHEREAS, the Owner is a duly created municipal corporation under the laws of the State Ohio, and provides water and wastewater utility services to its customers;

WHEREAS, the Owner owns certain water and wastewater assets that are more fully described in Exhibit A (attached hereto and incorporated herein to this Agreement);

WHEREAS, the Owner is required under the laws of the State of Ohio to provide the managerial, technical, financial, operational and maintenance capabilities as a condition of ownership of the water and wastewater assets;

WHEREAS, the Owner has authority under the laws of the State of Ohio and desires to enter into a professional services contract for the operations, maintenance, management of the water and wastewater assets described in Exhibit A;

WHEREAS, Envirolink is in the business of providing managerial, technical, financial, operational and maintenance services to utility owners;

WHEREAS, Envirolink is capable of operating, maintaining and managing the Owner's water and wastewater assets;

WHEREAS, Owner desires to engage Envirolink to provide such professional services; and

NOW THEREFORE in consideration of the mutual promises and of the rights, powers and duties hereinafter set forth to be performed by each, Owner and Envirolink mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, the terms listed in this Article shall have the following meanings:

A. "Additional Services" shall mean those Utility Operation, Management and Maintenance Services that are not included in the Scope of Services as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement).

B. "Certified Operator" or "Operator" shall mean personnel, employees or agents of Envirolink certified by the Ohio Environmental Protection Agency to operate public water and wastewater systems.

C. **“Contract Start Date”** shall begin on December 28, 2019.

D. **“OEPA”** shall mean the Ohio Environmental Protection Agency.

D. **“Facilities” or “Facility,”** shall mean the assets described in Exhibit A.

E. **“Operation, Management, and Maintenance Services” or “Scope of Services” or “Services”** shall mean those professional services provided by Envirolink to the Owner as set forth in Article 2 and in Exhibit B.

F. **“State”** shall mean the State of Ohio.

G. **“Uncontrollable Circumstance”** shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, and other similarly cataclysmic occurrences. Uncontrollable circumstance may also include changes in local, state or federal law that may render this Agreement unlawful or unduly burdensome to continue as written.

ARTICLE 2 - SCOPE OF SERVICES BY ENVIROLINK

Owner engages Envirolink and Envirolink agrees to be engaged by Owner to provide the Scope of Services, as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement) and to be performed in accordance with the terms and conditions set forth herein.

In addition to the Scope of Services, Envirolink may perform Additional Services at the written request of the Owner, or Envirolink may perform Additional Services if such Additional Services are needed as a result of an Uncontrollable Circumstance or the existence of an unanticipated circumstance, situation or event not included in the Scope of Services. Envirolink shall be paid for such Additional Services on the basis set forth in Article 7.

ARTICLE 3 – RESPONSIBILITIES OF OWNER

Owner shall provide Envirolink with the items and assistance set forth in Exhibit C (attached hereto and incorporated herein to this Agreement), in accordance with the terms and conditions set forth herein.

Owner shall provide compensation and payment to Envirolink in accordance with the terms and conditions set forth in Article 7.

ARTICLE 4 – INDEPENDENT CONTRACTOR

Envirolink shall be deemed to be an independent contractor. Without limitation, this Agreement shall not be interpreted to create a partnership, joint venture, or employment relationship between the Parties. Envirolink shall have no power or right to enter into contracts or commitments on behalf of the Owner unless specifically authorized in writing by the Owner to do so.

ARTICLE 5 – TERM OF AGREEMENT

5.1 Subject to the other provisions of this Agreement, the initial term of this Agreement shall begin on the Contract Start Date and end on January 31, 2020 (“Initial Term”). Thereafter, this Agreement shall be automatically renewed on a month-to-month basis until termination as provided in Article 6.

ARTICLE 6 – TERMINATION

6.1 Either Party may terminate this Agreement upon fifteen days written notice to be effective at the end of the month that written notice is timely given.

ARTICLE 7 - COMPENSATION AND PAYMENT TO ENVIROLINK

For the services within the Scope of Services, Owner shall pay Envirolink compensation for the Initial Term and each month during any automatic renewal period as set forth in Exhibit D (“Monthly Cost”) (attached hereto and incorporated herein to this Agreement).

Owner shall pay Envirolink one-twelfth (1/12) of the Annual Fee for the current year within thirty (30) days of issuance of an invoice from Envirolink for services provided during the preceding month. The month of December 2019 shall be prorated beginning on Contract Start Date. Owner shall pay Envirolink interest at an annual rate equal to one and one-half percent (1.5%) per month, on payments not paid and received on the due date of the payment. Envirolink shall provide each invoice on or about the first day of the month for services provided during the preceding month.

Owner shall not be responsible for any portion of the Annual Cost accruing after the effective date of termination under Article 6.

For Additional Services that Envirolink can provide in-house (*i.e.*, Envirolink does not have to enlist the services of a contractor or subcontractor and Envirolink does not have to lease any equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation as provided in Envirolink’s Preferred Client Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Preferred Client Rate Schedule for Additional Services are subject to change. For Additional Services that Envirolink cannot provide in-house (*i.e.*, Envirolink has to enlist the services of a contractor or subcontractor or Envirolink has to lease equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation based upon Envirolink’s actual costs (including overhead, equipment, materials and labor), plus fifteen percent (15%) of that cost. Envirolink shall consult with the Owner prior to engaging in Additional Services. The Owner shall have the absolute right, in its discretion, to secure such services from an alternate source of its choosing.

ARTICLE 8 – NON-SOLICIATION OF EMPLOYEES

Unless otherwise agreed to in writing, the Parties will not, during or for 24 months after termination of this Agreement, recruit or otherwise solicit any employee, consultant or contractor of the other Party or any of its parents or subsidiaries to terminate employment with or otherwise cease his or her relationship with the other Party or any of its parents or subsidiaries. In addition, neither Party will, during or for 24 months after termination of this Agreement, hire any employee, consultant or contractor of the Party or any of its parents or subsidiaries without paying a liquidation fee equal to one

year of Envirolink's annual compensation.

ARTICLE 9 – INDEMNIFICATION

Envirolink agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fee to the extent resulting from the negligence or willful misconduct of Envirolink, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Envirolink shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Owner, its officers agents, servants, and employees. Envirolink shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement.

Owner agrees to defend, indemnify and hold Envirolink, and its affiliates, together with its officers, directors, employees, and agents, harmless from any liability for damage or claims that may arise from the negligence or willful misconduct of Owner, including without limitation, shutoff for non-payment, locating services, from potholes, an environmental claim, Uncontrollable Circumstance, the failure of Owner to perform its responsibilities under Article 3, any discharge, dispersal, release, or escape from the Facilities; any flow into or upon land, the atmosphere or any water course or body of water, or any acts, errors or omissions by any elected or appointed officer of Owner, except to the extent caused by Envirolink's gross negligence or willful misconduct.

Neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue or cost of claims of customers.

ARTICLE 10 - INSURANCE

Envirolink shall maintain at its own expense Worker's Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory Workers' Compensation
Commercial General Liability	\$1,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate
Automotive Liability (Auto)	\$1,000,000 each accident or loss Combined Bodily Injury and Property Damage All Vehicles covered hired car and non-owned Automobiles.

Owner shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Facilities, in an amount equal to 100% of the value of their repair or replacement.

ARTICLE 11 – UNCONTROLLABLE CIRCUMSTANCE

Except for the obligation to pay compensation, a Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform due to an Uncontrollable Circumstance. In the event of an Uncontrollable Circumstance, if a Party is unable to perform certain services required by the Agreement, then that Party shall promptly notify the other Party of the existence of such Uncontrollable Circumstance and the specific services that cannot be performed. The Party unable to perform certain services shall perform all services under this Agreement which are not affected by the Uncontrollable Circumstance. The Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

ARTICLE 12: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such Party (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure.

ARTICLE 13 – DERIVATIVE IMMUNITY

The Owner acknowledges and agrees that the Owner has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the Facilities and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the Owner may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Envirolink of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.

ARTICLE 14 - NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows:

If to Envirolink:

Carr McLamb
Chief Operating Officer &
General Counsel
Envirolink, Inc.
4700 Homewood Ct., Suite 108
Raleigh, NC 27609
Email: jmclamb@envirolinkinc.com

If to the Owner:

John Trew, Village Administrator
Village of Mantua
PO Box 775
Mantua, OH 44255

Or to such other addresses as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The parties must provide written notice of any changes to the authorized representatives in advance of such change.

The following individuals are the point of contact for the administration of this Agreement:

Envirolink:

Don Feller
Envirolink, Inc.
2221 Schrock Rd.
Columbus, OH 43229
Email: dfeller@envirolinkinc.com

Owner:

John Trew, Village Administrator
Village of Mantua
PO Box 775
Mantua, OH 44255

ARTICLE 15 - GOVERNING LAW

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of Ohio.

ARTICLE 16 - ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Owner's consent shall not be required for any assignment by Envirolink to an affiliate of Envirolink or its parent or

to a wholly owned subsidiary of Envirolink.

ARTICLE 17 – CHANGES and AMENDMENTS

Owner may request changes in the Scope of Services to be performed pursuant to this Agreement. All changes to the Scope of Services must be in writing and signed by the Parties. If any such changes cause an increase in Envirolink's costs and/or increase the time required for, or the nature of performance of the Scope of Services, Envirolink shall so notify Owner within thirty (30) days of receipt of the change order notification, and an equitable adjustment shall be made in Envirolink's Compensation and Payment, and this Agreement shall be modified by a Change Order signed by Envirolink and the Owner. Further, this Agreement may not be modified unless in writing signed by both Parties.

Owner may from time to time assign to Envirolink "Task Orders" which would consist of work outside the scope of this Agreement but within the expertise and experience of Envirolink and which may involve special repairs or maintenance, the scope and time of completion which will be elaborated at the time of assignment. Task Orders will be assigned as written change orders and payment will be made either by lump sum, provided Envirolink has furnished a written estimate of the cost of the proposed Task Order, or by time and material charges, should both Parties agree.

ARTICLE 18 – ACCESS AND USE OF OWNER EQUIPMENT

Owner shall provide access to and use of the real property, equipment, improvements, buildings, structures, and facilities that are under the Owner's ownership or control that are presently located within the Owner's jurisdictional limits. Additionally, Owner shall provide access to and use of all real property, equipment, improvements, buildings, structures, and facilities that are under the Owner's ownership or control that are required by Envirolink to fulfill its obligations under this Agreement.

ARTICLE 19: DISPUTES AND VENUE

Any dispute arising under this Agreement shall be heard exclusively in the Portage County Common Pleas Court – General Division.

ARTICLE 20 - SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as allowed by law.

ARTICLE 21 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 22 – SUCCESSORS BINDING AGREEMENT

This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 24 - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

SIGNATURE PAGE TO FOLLOW

Envirolink of Ohio, LLC

By: Michael Myers

Name: Michael Myers

Title: President

Date: 12/27/19

The Village of Mantua

By: John E. Trew

Name: John E. Trew

Title: Village Administrator

Date: 12/27/19

EXHIBIT A
Description of Owner Facilities

- Water plant and Distribution system; and
- Wastewater plant and Collection system

Exhibit B
Envirolink Scope of Services

Envirolink agrees to act and provide certain utility operation, management and maintenance services for the Facilities as described below. Pursuant to Article 17, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

1. Operation, Maintenance, and Management of the Wastewater Treatment Plant and Collection System.

Envirolink will operate, maintain, and manage the Wastewater Treatment Plant and Collection System in accordance with permit requirements and applicable law for the Owner as follows:

- Primary Operator in Responsible Charge;
- Envirolink will designate a Back-up Operator in Responsible Charge, if required;
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with Ohio Regulatory Agency's regarding the operation of the wastewater system;
- Collect all required samples from the wastewater plant per the Villages NPDES Permit and deliver to a certified laboratory for analysis;
- Purchase all analytical testing over the term of the contract for those parameters listed on the sample schedule as required by the permit. For additional testing above this amount, Envirolink would receive an equitable adjustment to the contract (see Exhibit B for those additional tests and costs);
- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the Ohio EPA Public Water Supply Section and the Village's NPDES Permit;
- Monitor and Record Key Operational and Process Control Parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Monitor and inspect the (4) lift stations within the Village's Collection System (weekly);
- Maintain an Operator Log recording all operational adjustments and maintenance activities (note the logbook remains property of the operator but copies of non-proprietary information will be provided upon request);
- Notify the Village of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Regularly inspect and lubricate equipment as needed;

Adjustment to the Wastewater Treatment Process. No adjustment will be made to the process control of the wastewater treatment process by personnel other than Envirolink employees or its contractors, unless approved by Envirolink.

2. **Operation, Maintenance, and Management of the Water Treatment Plant and Distribution System.**

Envirolink will operate, maintain, and manage the Water Treatment Plant and Distribution System in accordance with permit requirements and applicable law for the Owner as follows:

- Primary Operator in Responsible Charge;
- Envirolink will designate a Back-up Operator in Responsible Charge, if required;
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with Ohio Regulatory Agencies regarding the operation of the water systems;
- Upon testing of chlorine levels, collect bacteriological samples from the distribution system per the sample site plan;
- Comply with the requirements of the lead and copper program, including distribution of lead and copper educational material and coordination of lead and copper sampling, as required by the Ohio EPA Public Water Supply Section;
- Collect and deliver to the laboratory samples according to the sample site plan for disinfection by-product monitoring as required by the Ohio EPA Public Water Supply Section;
- Purchase all analytical testing over the term of the contract for those parameters listed on the sample schedule as required by the permit. For additional testing above this amount, Envirolink would receive an equitable adjustment to the contract (see Exhibit B for those additional tests and costs);
- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the Ohio EPA Public Water Supply Section;
- Monitor and Record Key Operational and Process Control Parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Maintain an Operator Log recording all operational adjustments and maintenance activities (note the logbook remains property of the operator but copies of non-proprietary information will be provided upon request);
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Regularly inspect and lubricate equipment as needed;

Adjustment to the Water System and Wastewater Treatment Process. No adjustment will be made to the process control of the water system or wastewater treatment process by personnel other than Envirolink employees or its contractors, unless approved by Envirolink.

3. Envirolink will pay expenses as required in the performance of these duties, which include:

- 1) Personnel costs for all staff, including overtime expenses for staff;
- 2) Vehicles suitable for transporting equipment and operators;
- 3) Fuel, taxes, tags, maintenance and insurance for vehicles;
- 4) Normal operating supplies -- including tools and general supplies;

4. Envirolink will provide back-up and professional support in the area of Utility Services related to the Facilities.
5. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.
6. Envirolink's staff will attend meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.

EXHIBIT C
Owner Responsibilities

- A Village employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
- A Village employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
- Emergency power generation;
- Responsible for handling service calls with customers
- Rehabilitation and correction of substandard conditions are the responsibility of the Owner.
- Parts associated with replacement, repair, remedial, upgrades and new installation performed by Envirolink, at the request of the Owner, shall be invoiced monthly.
- Owner will maintain all permits and licenses by OEPA for the water, sewer, collections, and distribution systems with the assistance of Envirolink.
- Maintain all easements, licenses, and equipment warranties for the mutual benefit of both the Owner and Envirolink
- Owner agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies.
- The owner will pay for power to run the water and sewer systems.
- Costs associated with chemicals needed for treatment.
- Obtain and provide information as needed for service applications, security deposits, debt collection (Debt Setoff Program) or other financial, accounting or billing services requested by the Owner

**EXHIBIT D
Pricing**

Contract Line Item #	Description of Service	Quantity	Monthly Cost	Annual Cost
001	O&M WWTP, collection system and sample analysis	1	\$12,150	\$145,800
002	O&M WTP, distribution system and sample analysis	1	\$6,029	\$72,348
	Total Cost		\$18,179	\$218,148

This fee shall be payable and due thirty (30) days after invoicing. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.

1. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE

- a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope of the Operator in Responsible Charge (as approved by the Owner) shall be invoiced separately and will be based on time and materials needed for the job, payable to Envirolink within 15 days of invoice date.
- b) For additional services beyond the in-house capabilities of Envirolink, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.

2. ANNUAL ADJUSTMENTS

Envirolink shall be entitled to adjust service fees on July 1 each year of the contract. Envirolink shall notify Owner of its annual adjustment 30 days prior to adjusting any service fees.

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI) and will be initiated each July 1.

- a) CPI shall be used for all non-labor and chemical related expenses
- b) ECI shall be used for personnel related expenses
- c) PPI shall be used for chemical related expenses

3. TASK ORDER AUTHORIZATION FOR ADDITIONAL WORK