

**AMENDMENT RENEWING AGREEMENT FOR OPERATION AND MAINTENANCE  
OF WATER, WASTEWATER AND STORMWATER FACILITIES AND UTILITY  
BILLING SERVICES FOR THE MOUNTAIN HOUSE COMMUNITY SERVICES  
DISTRICT**

This Amendment Renewing Agreement For Operation And Maintenance Of Water, Wastewater And Stormwater Facilities And Utility Billing Services (the “Renewal Amendment”) is entered into and effective on June 1, 2021 (“Effective Date”) between the Mountain House Community Services District (hereinafter “MHCS D”) and Inframark, LLC, formerly known as Severn Trent Environmental Services, Inc., for the purpose of renewing the Agreement for an additional three (3) year period through June 30, 2024 and adjusting the terms of the Agreement as hereinafter set forth:

**WITNESSETH THAT:**

**WHEREAS**, on July 1, 2016, MHCS D and Severn Trent Environmental Services, Inc. entered into an Agreement for Operation and Maintenance of Water, Wastewater, and Stormwater Facilities and Utility Billing Services (“Agreement”); and

**WHEREAS**, Severn Trent Environmental Services, Inc. restructured and changed its name to Inframark, LLC (“Inframark”), which assumed all rights and obligations of Severn Trent Environmental Services, Inc.; and

**WHEREAS**, the Parties desire to execute this Renewal Amendment to renew the Agreement for an additional three (3) year period through June 30, 2024 and adjust the terms of the Agreement; and

**WHEREAS**, this Renewal Amendment is effective on the Effective Date set forth herein.

1. The term of this Agreement shall be renewed for a period of three (3) years through June 30, 2024.
2. All references to “STS” in the Agreement shall be replaced with “Inframark”
3. All notices under Section 1.3 shall be sent to Inframark at:

Inframark, LLC  
95 San Benancio Road  
Salinas, California 93908  
Attn: Eric Sabolsice, Vice President

With a copy to:

Inframark, LLC  
220 Gibraltar Road, Suite 200  
Horsham, Pennsylvania 19044  
Attn: Legal Department

4. Section 6.2 of the Agreement shall be amended as follows (additions in underlined italics, deletions in double-strikethrough):

Cost of work for preventive, predictive, and corrective maintenance and all repairs of utility equipment and FACILITIES that exceeds \$2,000 per incident, exclusive of STS labor working assigned shifts at the FACILITIES Mountain House site will be the responsibility of MHCS D, but will be performed by STS if so directed by the MHCS D General Manager or his/her designee. All cost and materials related to an approved, "planned" Capital Improvement Project shall be submitted and invoiced as a single project with a breakdown of all items individually. Every reasonable effort shall be made to include cost and materials for each O&M repair project and submitted on one single invoice. Dewatering and storage of sludge at the water or wastewater treatment plant is the responsibility of and at the expense of STS. Removal of the sludge from storage at the water or wastewater treatment plant, transportation and disposal will be the responsibility of MHCS D but will be performed by STS if so directed by the MHCS D General Manager. Reimbursement for the expenses associated with performing this work that is the responsibility of MHCS D may be approved by the MHCS D General Manager, but when performed by STS, will be at direct cost of parts, labor, materials, supplies and STS overhead of 10%. Cost of all other expenses to which STS agrees to pay directly, that are the responsibility of MHCS D under this AGREEMENT, may be paid for directly by the STS (excluding postage) and will be reimbursed to the STS at the direct cost plus a 10% administration fee. This does not include the labor or equipment that is already covered under this contract.


5. The following shall be added to the Agreement as Section 6.3:

MHCS D shall reimburse or compensate Inframark for all costs incurred by Inframark at the direction of MHCS D that are not specifically assumed by Inframark as otherwise set forth in this Agreement, which includes but is not limited to electric power, natural gas, water utility cost, direct cost of chemicals, emergency diesel generator fuel, or permit fees, unless paid directly by MHCS D. MHCS D shall pay Inframark such amounts plus a 10% administration fee within 30 days of issuance of an invoice by Inframark.

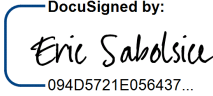
6. Appendix C of the Agreement shall be replaced in its entirety with the Appendix C attached hereto.
7. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Renewal Amendment. In the event of any conflict between the provisions of this Renewal Amendment and the provisions of the Agreement, the provisions in this Renewal Amendment will control.
8. The Renewal Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

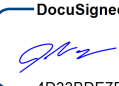
IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the Effective Date at the top of this Renewal Amendment.

Mountain House Community  
Services District

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: Steve Pinkerton  
Title: MHCS D General manager

Inframark, LLC

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: Eric Sabolsice  
Title: Vice President, West Region

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: John Bakker  
Title: District Counsel

**APPENDIX C**  
**Amount of Compensation for Operation and Maintenance  
and Billing and Collections Services**

As compensation for providing the Scope of Services in Section 5.A.1 through 48, Inframark shall be paid the monthly sums set forth in the table below, due on the first day of the month of service to be rendered. If payment or reply to the invoice is not received by the 30th day of the month in which it is due, a late payment service charge of one and one-half percent (1.5%) per month (or the maximum legal rate, whichever is less) will also be due on the 30th day of each month until the late payment is made to Inframark by MHCSD. Base annual adjustments for payment will be based on the "Bureau of Labor Statistics, U.S. Department of Labor, Consumer Price Index (CPI), San Francisco Area," up to an annual maximum adjustment of 3%, and will commence July 1, 2022. The percentage of the Base Annual Fee for the adjustment shall be determined by calculating the percentage change from the CPI Index above from the previous adjustment date to the current adjustment date.

<b>Contract Year</b>	<b>Base Annual (Monthly) Payment for O&amp;M and B&amp;C Services including MR fund</b>
<b>June 1, 2021 through June 30, 2022</b>	<b>\$1,912,795.00 (\$159,399.58)</b>
<b>July 1, 2022 through June 30, 2023</b>	<b>Previous Year, Plus CPI Adjustment (3% max)</b>
<b>July 1, 2023 through June 30, 2024</b>	<b>Previous Year, Plus CPI Adjustment (3% max)</b>

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