



RankinBaransky Biosystematics Research

And

Borough of Alpha, NJ

For the

**Licensed Operation of the Borough of Alpha Well #3
Wastewater Discharge Permit # NJG0133965**

Contract Year #8: 2022

This Licensed Operator Agreement ("Agreement") is effective as of the 1st day of January 2022 ("Effective Date"), by and between RankinBaransky Biosystematics Research, a business organized and existing under the laws of the State of New Jersey and having its principal place of business at 27 Carpenter Street, Milford, New Jersey 08848 ("RBBR" or "Contractor") and the Borough of Alpha at 1001 First Avenue, Alpha, NJ existing under the laws of the State of New Jersey, ("Owner"). RBBR and the Owner shall be individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Owner owns and is responsible for the operation of its Water Treatment Plant and related Backwash Wastewater System, described in Exhibit A ("Facilities"); and

WHEREAS, the Owner has authority under the laws of the State of New Jersey and desires to enter into a professional services contract for the Licensed Operator of the Wastewater Facilities in accordance with the Owner's NJPDES permit no. NJG0133965 ("Permit"); and

WHEREAS, RBBR is capable of providing professional licensed operator services for the Facilities; and

WHEREAS, the Owner and RBBR wish to enter into an agreement for the Licensed Operator of the Facility and the Parties have agreed upon the terms and conditions under which RBBR will provide the services to the Owner.

NOW, THEREFORE, in consideration of the mutual rights, duties, agreements, and covenants contained herein, and agreeing to be legally bound thereby, the Owner and RBBR agree as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

"Acceptable Effluent" means the treated liquid and gaseous byproduct from the wastewater treatment processes of the Facility, which complies with regulations governing such byproduct substances and all applicable guidelines and criteria under Applicable Law.

"Agreement Price" means the sum of (1) the Base Monthly Fee and (2) the Additional Services Fees and Costs (as are defined in Compensation Section).

"Applicable Law" means any federal, state or local statute, local charter provision, regulation, ordinance, rule, mandate, order, decree, permit, code, or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any governmental authority, which applies to the services or obligations of either Party under this Agreement.

"Change in Law" means the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Law that takes effect after the Effective Date of this Agreement.

"Normal Business Hours" means the hours between 8:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

"Non-Routine Maintenance and Repair" means those unplanned, non-routine and non-repetitive activities required for operational continuity, safety, and performance, generally due to failure, or to avert a failure of, equipment, vehicles, structures, and the Facility or a component thereof.

Examples (labor)

Rebuild pump, replace bearings, rewind motor, replace breaker and repair emergency generator

Examples (parts)

Internal pump parts, electric motors, circuit boards, heat exchanger and valves

"Uncontrollable Circumstance" means any act, event, condition, or circumstance that

- (1) is beyond the reasonable control of RBBR,
- (2) by itself or in combination with other acts, events, conditions, or circumstances adversely affects, interferes with or delays RBBR's ability to perform its obligations under this Agreement, expands the scope of RBBR's obligations under this Agreement, or increases RBBR's cost of performing its obligations under this Agreement, and
- (3) is not the direct result of the willful or negligent act, intentional misconduct, failure to exercise proper due diligence, or breach of this Agreement by RBBR.

Subject to clauses (1), (2) and (3) above, an Uncontrollable Circumstance shall include, but not be limited to, the following:

- a Change in Law;
- any change that takes place between the Effective Date and the date that RBBR commences performance of the services under the Agreement, which impacts RBBR's performance of the services;

- any injunction or similar order issued by a governmental or regulatory body;
- delays or denials of any licenses, permits and approvals that are required to be maintained by RBBR in order to perform the services;
- the existence of a concealed or latent environmental condition at the Facility or adjoining sites;
- contamination of the Facility's site from groundwater, soil or airborne substances migrating from sources outside of the Facility;
- naturally-occurring events such as earthquakes, hurricanes, tornadoes, floods, fires, landslides, underground movement, lightning, epidemics and other acts of nature;
- war, terrorism, explosion, sabotage, extortion, blockade, insurrection, riot, civil disturbance, or acts of a declared public enemy; labor disputes or strikes, except labor disputes involving employees of RBBR; the failure of any vendor or third party to furnish services, materials, chemicals, equipment or otherwise perform its contractual obligations;
- the result of any act, error or omission of any other contractor engaged by the Owner to perform services at the Facility; the failure of any governmental body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain utilities, or telephone and telecommunication services;
- a defect in title or placement of any encumbrance on the Facility;
- the receipt of wastewater at the Facility other than Acceptable Frace Street Backwash/Regeneration flow; any breach by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, of its representations, warranties and covenants as set forth in this Agreement; any failure, non-performance or non-compliance by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, with respect to its obligations and responsibilities under this Agreement;
- the failure of the Owner to proceed with a Replacement or Capital Improvement that is necessary to provide the services in this Agreement;

- any Replacement or Capital Improvement that interferes with RBBR's obligations and responsibilities under this Agreement; the action of any third party; or without prejudice to the generality, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

TERM OF AGREEMENT

- The initial term of this Agreement shall be for a period of One(1) year ("Initial Term"), commencing January 1, 2022 ("Commencement Date"), and continuing until 11:59 p.m. on December 31, 2022, unless this Agreement is terminated earlier as herein provided.
- Unless earlier terminated pursuant to the provisions set forth hereunder, the Agreement shall automatically renew upon completion of the Initial Term for additional 90 days, unless either Party notifies the other, in writing, of its intent to terminate at least ninety (90) days prior to the conclusion of the Initial Term.
- Unless otherwise agreed to by and between RBBR and the Owner, the terms and conditions of this Agreement shall remain in full force and effect during the renewal terms, except with respect to the fees for the services which are adjusted annually.
- The Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term".

SCOPE OF SERVICES

RBBR shall provide the following:

Throughout the Term of this Agreement, RBBR shall, in accordance with Applicable Law, provide the services set forth below, as may be amended in writing from time to time by mutual agreement of the Parties:

- Licensed Operation of the Borough of Alpha Well #3 water treatment facility permitted wastewater discharge for the period of January 2022 through December 2022.
- RBBR shall monitor all effluent requirements including existing National Pollutant Discharge Elimination System ("NPDES") permit as well as any other existing federal, state or local requirements that are applicable.
- RBBR shall report all violations of effluent requirements to the Town and as may be required by State and Federal agencies.
- RBBR shall also report to Owner when significant changes in Operations to the plant have occurred.

- Provide the services of a properly licensed operator, ("Operator") to be in charge of the Wastewater Facilities.
- Provide appropriate staffing, in addition to the Operator, as necessary to insure proper operation and maintenance of the Facilities. The wastewater treatment plant will operate 24 hours per day. The plant will be attended a minimum of 3 times per week, with daily, weekends and holidays monitoring as necessary.
- Provide emergency support during off-hour emergencies through the use of an automatic dialer system.
- Be responsible for the selection, employment and termination of employment, supervision, direction, training, and assignment of the duties of the licensed Operator and of all the RBBR employees.
- Provide for all laboratory sampling, testing and analyses presently required, by use of either the treatment plant laboratory, RBBR's laboratory or an outside laboratory in accordance with all applicable laboratory certification requirements.
- Prepare all reports required by the State or Federal agencies in accordance with all applicable regulations.
- Secure the Facility within the limits of existing security devices.
- Maintain records of operation and maintenance activities at the Facility and prepare and submit to the Town a monthly report. These reports will identify conditions of operations during the previous month, including quantity of waste treated, material purchased, power and chemical consumption, maintenance performed, sludge generation and disposal, and the evaluation of the Facility's overall performance.
- Once each year, RBBR shall submit to the Town an annual report that includes significant events of the past year, completed activities and planned activities, recommendations for changes, improvement, and capital expenditures.
- Respond to all water quality questions and complaints and provide on-site investigations, laboratory samples and other appropriate actions, as may be reasonably required. RBBR will record such complaints and proposed solutions.
- Make available, as needed, a corporate health and safety officer who will support and assure compliance with RBBR's and required environment, health and safety policies and emergency response plans.

Additional Services

In addition to the Scope of Services described above, RBBR may perform additional services ("Additional Services") at the request of Owner or as a result of an Uncontrollable Circumstance. RBBR shall be paid for such Additional Services on the basis set forth in Section 5.

- Perform routine maintenance and repairs for the Facilities in accordance with the equipment manufacturers' recommendations, established practices and operating experience, for the purpose of keeping equipment and plant structures in a condition that ensures proper functioning at design capacity and efficiency.
- Perform non-routine maintenance and repairs of all Facility equipment and submit a monthly accounting to the Owner, along with copies of all non-routine maintenance and repair expenditures to be reimbursed by Owner.
- Provide for a training program for all staff associated with the operation and maintenance of the Facility. Training shall include but not be limited to first aid, safety, emergency response, hazardous material handling, right-to-know laws, chemical use, plant management, equipment operation, maintenance and process control.

Owner shall provide the following:

- Provide for Contractor's use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at or assigned to the Facilities and in such condition that the facilities are capable of performing their intended function.
- Any problems inherent in the design or construction of the plant which may necessitate increased operating time and/or call outs will be promptly identified to the Owner at such time as RBBR is aware of these conditions. Should frequent or excessive call outs be required and the cause is identified as beyond the control of RBBR, any additional labor and/or chemicals required, will be considered an extra charge.
- The Owner will promptly address any design or construction deficiencies.
- Keep in force all warranties, guarantees, permits, easements, and licenses for the Facilities that have been granted to Owner and are not transferred to Contractor under this Agreement.
- Provide all licenses, insurance, repair and replacements used in connection with the Facilities.
- Perform all functions and retain all responsibilities and obligations related to Facilities not expressly assumed herein by Contractor.
- Designate on or before the Effective Date an Authorized Representative to administer this Agreement. Owner may change its Authorized Representative by written notice as provided in this Agreement.

CAPITAL IMPROVEMENTS

During the term of this Agreement, RBBR may, without obligation, provide the Owner with a listing of recommended Capital Improvements, identifying the Capital Improvements that are necessary to improve the performance or increase the capacity of the Facility, to address or anticipate the obsolescence of portions of the Facility, to produce cost savings or efficiency innovations to the Facility, or are necessary to comply with existing or anticipated changes to Applicable Law (each, "Capital Improvement Project" and collectively, "Capital Improvement Projects"). The decision to proceed with construction and implementation of any such Capital Improvement Project shall be at the sole discretion and decision of the Owner. RBBR provides for financing of Capital Improvement Projects and with Owner's consent will provide such improvements on a turnkey basis including financing. Savings achieved by these projects will be shared with the Owner on a negotiated basis. If the Owner decides not to proceed with construction and implementation of a Capital Improvement Project recommended by RBBR that RBBR deems necessary to comply with existing or anticipated changes to Applicable Law, particularly required effluent quality, then the Owner shall arrange a conference with the Owner's consultant engineer and RBBR to address the issue. The decision to proceed with implementation of any Capital Improvement shall be at the sole discretion and decision of the Owner.

COMPENSATION

Commencing on the Effective Date, the Owner shall pay a monthly fee to RBBR for performing the Scope of Services for each year during the initial term and each year during any renewal period, as more particularly set forth in Schedule B, for which RBBR will invoice the Owner on a monthly basis. One-twelfth of the Annual Fee for the current year shall be due and payable on the first of the month for each month service is provided.

That, as of the Effective Date of this Agreement, the operation and maintenance of the Facility is currently in compliance with all licenses, permits, certificates, approvals, registrations, and authorizations necessary for the operation of the Facility, as well as all provisions of Applicable Law.

PERMITS, APPROVALS AND CERTIFICATIONS

Application for the renewal, modification, and payment of charges and fees in connection with any governmental permit, approval, or certification for the Facility required by Applicable Law are the sole responsibility of the Owner. Any such governmental permits, approvals, or certifications are to be held in the Owner's name.

SAFETY

During the term of this Agreement, should RBBR become aware of any unsafe conditions or safety violations at the Facility arising from the construction or condition of the Facility, RBBR will notify the Owner of such condition within a reasonable time after such discovery. Thereafter, the Owner and RBBR shall determine the actions needed to correct such conditions and proceed diligently, at the Owner's sole cost and expense, to implement such corrective measures.

UNCONTROLLABLE CIRCUMSTANCES

If an Uncontrollable Circumstance occurs, RBBR shall be entitled to:

- relief from its performance obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents RBBR's performance of such obligations;
- an extension of time to perform its obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents RBBR's ability to perform such obligations in the time specified in this Agreement;
- an increase in the Agreement Price or other fee to be paid under this Agreement to the extent that such increase is attributable to the occurrence of the Uncontrollable Circumstance and increases RBBR's documented costs of performance of its obligations under this Agreement.
- The occurrence of an Uncontrollable Circumstance shall not, however, excuse or delay the Owner's obligation to pay monies previously accrued and owing to RBBR under this Agreement, or for RBBR to perform any obligation under this Agreement not affected by the occurrence of the Uncontrollable Circumstance. The Owner shall continue to pay the Agreement Price to RBBR during the continuance of any Uncontrollable Circumstance.
- If an Uncontrollable Circumstance occurs, RBBR shall notify the Owner by telephone, electronic mail, or facsimile after RBBR first learns of the occurrence thereof Within fifteen (15) days of RBBR learning of the Uncontrollable Circumstance, RBBR shall provide the Owner with a written description of the Uncontrollable Circumstance, the cause thereof (to the extent known), the date the Uncontrollable Circumstance began, its expected duration and an estimate of the specific relief requested or to be requested by RBBR.
- RBBR shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Uncontrollable Circumstance, fulfill its performance obligations under the Agreement, and otherwise mitigate the adverse effects of the Uncontrollable Circumstance. While the Uncontrollable Circumstance continues, RBBR shall give the Owner a monthly update of the information previously submitted. RBBR shall also provide written notice to the Owner of the cessation of the Uncontrollable Circumstance.

DEFAULT

The following shall constitute an "Event of Default" hereunder:

- The failure of the Owner to make any undisputed payment by the Due Date;

- The failure of either Party to perform any material term, covenant, or condition of this Agreement ("Defaulting Party") and the default continues for more than thirty (30) days following the other Party ("Non-Defaulting Party") giving notice of such default to the Defaulting Party; provided, however, that if the default cannot reasonably be cured within such thirty (30) day period and the Defaulting Party has attempted to cure the default within such thirty (30) day period and thereafter continues to diligently attempt to cure the default, then the cure period provided for herein shall extend up to, but in no case more than sixty (60) days.
- If an Event of Default occurs, the Non-Defaulting Party may terminate this Agreement upon written notice to the Defaulting Party. The Non-Defaulting Party may enforce any and all rights and remedies it may have against the Defaulting Party under Applicable Law.

PERMITTING REQUIREMENTS, FINES AND PENALTIES

- RBBR shall be responsible for all fines and penalties relating to and arising from failure of RBBR to operate the Facility in accordance with its obligations hereunder, but only to the extent of and in proportion to the degree of fault, failure or negligence of RBBR. The Owner shall be responsible for all other fines and penalties relating to and arising from the Facility, including, without limitation, the Owner's failure to perform its obligations hereunder.
- RBBR will not be responsible for fines, claims, or penalties resulting from discharge violations or a failure to meet the effluent quality requirements of the Owner's Permit for any period(s) and subsequent recovery period(s) in which The Facility contains biologically toxic or hazardous substances that cannot be removed by the existing process;
- The Facility is inoperable or can operate only at a reduced capacity due to construction activities, fire, flood, adverse weather conditions, labor disputes, or other causes beyond RBBR's control;
- Discharges into the Facilities Backwash system violate any or all regulations as stated in the local, state, or federal rules, and regulations pertaining to discharges into sewer system;
- The Owner fails to make necessary Capital Improvements, other improvements that are needed to meet permit requirements, or equipment repair or replacement, or delays authorizations for items needed to meet permit requirements.

If a fine or penalty is assessed against RBBR or the Owner with regard to the Facility, the Party receiving such fine or penalty ("Notifying Party") shall promptly notify the other Party ("Receiving Party") in writing of such fine and penalty and include a copy of any documents received. Such notice shall also contain a statement of the Notifying Party's position as to which party or parties bear responsibility for the fine or penalty.

The Notifying Party's notice shall include assumption of all or partial responsibility of such fine or penalty, if applicable, or its rejection of any responsibility. If the notice asserts that the Receiving Party is either wholly or partially responsible, then, within five (5) business days of receipt of such notice, the Receiving Party shall either assume all responsibility if that Party is wholly responsible, or assume partial responsibility for its portion of such fine or penalty, or reject such assertion in writing.

If both Parties are partially responsible for the fine or penalty, then they shall apportion the costs of the fine or penalty in proportion to the percentage of their respective responsibility. If either Party denies responsibility or the Parties are unable to come to an agreement as to the allocation of responsibility, the Parties shall attempt to resolve the dispute amicably, failing which the Parties shall submit the matter to dispute resolution in accordance with Section 16.

As to any fine or penalty for which the Owner or RBBR assumes responsibility, the Party or Parties assuming responsibility shall be entitled to request and pursue an appeal or administrative hearing to review the fine or penalty at the sole cost and expense of the responsible Party or Parties; provided, however, that the Parties shall cooperate in providing access to documents and information, and execution of any consents or authorizations reasonably required. Any testimony, investigations, reports, representation, and advisory services provided by RBBR are not included in the Scope of Services or Additional Services, and will be provided at an additional cost to the Owner, unless it is ultimately determined that RBBR is responsible for the fine or penalty.

As to any fine or penalty for which responsibility is disputed, either the Owner or RBBR, or jointly, may request and pursue an appeal or administrative hearing to review the fine or penalty without prejudice to the allocation of ultimate responsibility between them, which would be submitted for resolution in accordance with Section 16.

The Owner and RBBR shall cooperate in assertion of any appropriate affirmative defenses to any alleged permit violation prior to assessment of a fine or penalty. RBBR will prepare and submit the documentation to assert an affirmative defense. Any testimony, investigations, reports, representation, and advisory services provided by RBBR in asserting appropriate affirmative defenses are not included in the Basic Services or Additional Services, and will be provided at an additional cost to the Owner, in accordance with RBBR's per diem rates then in effect, unless it is ultimately determined that RBBR is responsible for the fine or penalty.

INDEMNIFICATION

RBBR shall indemnify and hold the Owner, its employees, officers, directors, agents, consultants, contractors, and representatives harmless from and against all liability for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of RBBR, its employees, officers, directors, agents, consultants, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of RBBR, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

The Owner shall indemnify and hold RBBR, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives harmless from and against all liability, including attorneys' fees and costs, for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of the Owner, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of the Owner, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives.

RBBR shall not be responsible or liable for any casualty loss to the Facility unless the casualty loss is due to RBBR's or its employees', officers', directors', agents', consultants', subcontractors' and representatives' fault, failure, or negligence, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of RBBR, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

DISPUTE RESOLUTION

If a dispute between the Parties arises out of, or relates to this Agreement, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation, the Parties will try to resolve the dispute by non-binding mediation, through a mutually agreed upon dispute resolution agency.


GENERAL PROVISIONS

- Ownership of Records. All regulatory records relating to the Facility are the property of the Owner; however, RBBR shall be entitled to copies of such records and reasonable use thereof. RBBR shall retain ownership of its own business records and the Owner shall have no right to view or obtain copies of such business records.
- Governing Law. This Agreement and its interpretation shall be governed by the laws of the state in which the Facility is located.

- Entire Agreement. No oral agreement or conversation with any officer, agent, or employee of the Owner or RBBR, either before or after the Effective Date of this Agreement, shall affect or modify any of its terms or obligations herein contained. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. The terms and conditions of this Agreement may be amended by and between RBBR and the Owner; however, no changes, alternations, or modifications to this Agreement shall be effective unless in writing and signed by both Parties hereto. Any changes, alternations, or modifications to this Agreement, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Agreement, shall be covered by a written amendment signed by both Parties.
- Successors and Assigns. The terms of this Agreement shall be binding upon the successors, assigns, and legal representatives in privity of contract with RBBR or the Owner.
- Assignment. RBBR may assign this Agreement with the prior written consent of the Owner, which consent shall not be unreasonably withheld by the Owner; provided, however, that RBBR shall not require the consent of the Owner if assignment of this Agreement is to an affiliate, subsidiary, or related entity of RBBR. The Owner may assign this Agreement with the prior written consent of RBBR or its assignee, which consent shall not be unreasonably withheld by RBBR.
- Waiver. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.
- Conflicts. To the extent there are any conflicts, inconsistencies or discrepancies between the terms and conditions contained in the main body of this Agreement and the Schedules attached hereto, the terms and conditions of the main body of this Agreement shall govern.
- Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.
- Notices. All notices or other communications required or permitted hereunder shall be given in writing and delivered personally or mailed, by certified or registered mail, postage prepaid and return receipt requested, or by a nationally recognized priority delivery service, such as Federal Express, and addressed to the Party or Parties at the following address:
 - RBBR, 27 Carpenter Street, Milford, NJ, 08848
 - Borough of Alpha, 1101 First Avenue, Alpha, NJ, 08865

IN WITNESS WHEREOF the Owner and RBBR have hereto executed this Agreement under their respective corporate seals, and by the hands of their proper officers duly authorized as of the day and year first above written.

Borough of Alpha

(By):  1/6/22

Title: *May 01*
Date: *1/6/22*

RankinBaransky Biosystematics Research

(BY): *Herren Rankin-Baransky*
Title: *Principal Investigator*
Date: *1/12/22*

SCHEDULE A

FACILITY DESCRIPTION

Borough of Alpha Water Treatment Plant at Frace Street, Alpha, NJ.

All permit effluent requirements are enumerated in the NPDES permit number NJG0133965 effective on the Effective Date.

SCHEDULE B
COMPENSATION

Rankin Baransky Biosystematics Research is pleased to submit our proposal for the annual fee providing the Licensed Operation of the Borough of Alpha Well #3 water treatment facility permitted wastewater discharge for the period of January 2022 through December 2022.

The annual fee has been calculated based upon changes in the Consumer Price Index (CPI), and adjusted in the final modifications submitted:

- Annual Fee Adjustment for all subsequent years are based upon changes in the CPI

$$\text{NAF} = \text{PAF} \left(\frac{C}{C_0} \right)$$

NAF new annual fee

PAF present annual fee

C₀ CPI (NY-NNJ) in Month of October 2020

C CPI (NY-NNJ) in Month of October 2021

- Therefore:

$$\text{NAF} = 12969.86 \left(\frac{1}{1} \right)$$

$$\text{NAF} = 12969.86 (1.0)$$

$$\text{NAF} = 12969.86$$

- NAF: \$12,969.86
- Service fee increase: \$0

This new billing cycle will begin with the January 2022 invoicing.

Summary:

Based on financial evaluation RBBR is please to maintain the 2021 (2019) pricing for Alpha Borough Services, again forgoing the Annual increase in 2022.

- Base Service Fee 2022 Contract Year: \$12,969.86
- Renewal Discount 2022 Contract Year: \$2,000.00

Adjusted service Fee Contract Year: \$10,969.86

Monthly Service Fee 2021: \$914.16

The total annual service fee for the provision of the N₂ Operator as required by NJPDES for calendar year 2022 will be \$10,969.86. The monthly invoice for the full year January 01, 2022 – December 31, 2022 will be \$914.16.

SCHEDULE C

OWNER DISCLOSURES

The Owner acknowledges and agrees that it has not disclosed any non-compliant conditions existing at the Facility to RBBR, nor is the Owner aware of any non-compliant conditions existing at the Facility as of the Effective Date of this Agreement.