

**FIRST AMENDMENT TO THE AGREEMENT
FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES**

THIS FIRST AMENDMENT is entered into on April 1, 2024, by and between:

The City of Crossville, Tennessee, with its principal mailing address at 392 N. Main Street, Crossville, Tennessee 38555 (hereinafter the "CITY");

and

Veolia Water North America - South, LLC., with offices at 53 State Street, 14th Floor, Boston, MA 02109, Boston, Massachusetts (hereinafter the "VWNA").

WHEREAS, CITY owns and provides for the operation of wastewater and related treatment facilities, including the operation of an Industrial User Pretreatment Program ("IUPR"), and provide service for the Collection System Rehabilitation Program ("CSR"); and

WHEREAS, CITY and VWNA entered into a Contract for Operations, Maintenance, and Management Services dated November 1, 2014 ("Agreement"); and

WHEREAS, the parties now desire to extend and modify selective portions of the Agreement, all as set forth herein; and

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 3.4 is hereby amended to read as follows:

VWNA will provide City with a physical inventory of the City's vehicles, equipment and assets that belong to the City every three (3) years, as well as a general statement as to the condition of each vehicle, equipment or asset. The first list shall be provided within sixty (60) days from the execution of this agreement.

2. Article 3.15 is hereby amended to read as follows:

VWNA will provide for the collection and hauling of any solid waste, screenings, grit, sludge and scum ("Waste") to CITY's existing or approved disposal sites. It shall be the sole right and responsibility of CITY to designate, approve or select disposal sites to be used by VWNA for CITY's waste materials. All Waste and/or byproduct treated and/or generated during VWNA's performance of services is and shall remain the sole and exclusive property of CITY. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the CITY.

VWNA will comply with all State and Federal Rules regarding the disposition, spreading and disposing of all waste, sewage sludge and biosolids. Under current operations, all waste and Sewage sludge will be Category A biosolids. If, at any point in the future, the biosolids category changes, VWNA will provide notice of the change to the City. VWNA will make commercially reasonable efforts to assist the landowner, if required, in complying with all state and federal rules regarding the reporting of the biosolids and sludge that is spread upon their lands. VWNA will provide the City Engineer with copies of all reports and notices relating to the disposal of all waste and biosolids prior to the same being disposed. Reports shall be provided on a monthly basis and due by the 15th of each month for the prior month.

3. Article 10.1 shall be amended to read as follows:

Unless otherwise provided in this Agreement, VWNA shall be responsible for all direct damages caused to City by VWNA negligence or willful misconduct arising from this Agreement.

4. Article 10.2 shall be amended **by deleting the entire paragraph.**

5. Article 10.3 shall be amended **by deleting the entire paragraph.**

6. Article 10.5 shall be amended to read as follows:

CITY shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on CITY and/or VWNA that are not a result of VWNA's negligence or are otherwise directly related to the CITY's ownership of the Project.

7. Article 11.1 of the Agreement is hereby amended as follows:

The term of this Agreement shall be extended from November 1, 2024 through October 31, 2029.

8. VWNA's Annual Fee for the period November 1, 2023 through October 31, 2024 is \$1,577,627.04. The Maintenance and Repair Limit included in the Annual Fee is \$35,000.00. The Annual Fee shall continue to be adjusted according to Section 7.4 of the Agreement.

9. Article 13.1 is hereby amended to read as follows:

Any dispute that arises under or with respect to this agreement that cannot be resolved shall in the first instance be subject to informal negotiations between the parties in dispute. If the dispute cannot be resolved, then the parties may proceed through either informal or formal mediation. In the event that litigation is filed, then it is agreed that

the dispute shall be litigated under Tennessee law and shall be litigated in the Chancery Court for Cumberland County, Tennessee.

10. The effective date of this Amendment is November 1, 2024.
11. All terms of the Agreement and previous Amendments not specifically amended herein shall remain in full force and effect.
12. This Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.
13. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City of Crossville, TN

Veolia Water North America-South LLC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____