

# EXHIBIT

# 19

**AGREEMENT REGARDING OPERATION OF  
UTILITY TREATMENT FACILITIES  
WATER / WASTEWATER**

This Agreement Regarding Operation of Utility Treatment Facilities (“Agreement”) is entered into and shall be effective as of the 1st day of May 2024 (“Effective Date”), by and between Bluegrass Water Utility Operating Company, LLC., a Kentucky limited liability company (“Owner”) and Clearwater Solutions, LLC, an Alabama limited liability company (“Operator”), (each individually referred to as “Party” and collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, Owner, or its affiliate, is the owner for the operation, maintenance, and modernization of the water facilities, located in Kentucky as set forth in greater specificity in **Exhibit B** (the “Facilities”);

**WHEREAS**, Operator provides the services of an operator, certified by the appropriate regulatory authority, as required, for water or wastewater utility treatment facilities, along with staff and equipment, to operate and maintain water and wastewater utility treatment facilities in Kentucky; and

**WHEREAS**, the Owner, wishes to retain Operator, and Operator desires to provide services to the Owner related to the operation of the Facilities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

**ENGAGEMENT; TERM; TERMINATION**

1. **Engagement**. The Owner hereby engages Operator to provide services to the Owner related to the operation of the Facilities, as more particularly described herein, subject to the terms and conditions of this Agreement. Operator hereby accepts such engagement and agrees: (i) to perform all services necessary to operate and maintain the Facilities, including, without being limited to, those services specifically set forth in this Agreement and any attachment hereto; and (ii) to use reasonable and diligent efforts and to exercise the highest degree of professional competence in the performance of such services, in all cases, subject to the terms of this Agreement and any requirements of the Owner with regard to the operation of the Facilities.

2. **Term**. The term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect, unless sooner terminated as provided for herein, until April 30, 2027. This Agreement shall continue, following that date, on a month-to-month basis unless earlier terminated by either Party with 60-days’ notice.

3. **Termination of Agreement Without Cause**. Neither the Owner nor the Operator may terminate this Agreement without cause.

4. Termination of Agreement With Cause. The Owner or Operator may terminate this Agreement upon written notice in the event of the failure by the other Party to perform in accordance with the terms of this Agreement. The nonperforming Party shall have ten (10) days from the date of the termination notice to cure or submit a plan for cure acceptable to the other Party.

5. Delay in Performance. Neither Owner nor Operator shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming Party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riot, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the permissions, supplies, materials, accesses, or services required to be provided by either Owner or Operator under this Agreement. Should such circumstances occur, the nonperforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance of this Agreement.

6. Termination Duties. Upon the termination of this Agreement, Operator shall render to the Owner a final accounting which shall cover the period from the date of the last statement rendered to the Owner. The Operator shall also forthwith: (i) deliver copies of all records and reporting documents not already provided to the Owner, as well as, all materials, supplies, contracts, documents, accountings, papers and any and all other reports pertaining to the operation of the Facilities or this Agreement in the possession or under the control of Operator, and (ii) assign to the Owner, or its designee, existing contracts (previously approved by the Owner) in Operator's name, if any, relating to the operation of the Facilities. Within ten (10) days of the effective date of termination of this Agreement, the Owner shall forthwith pay to Operator all compensation then due Operator.

### COMPENSATION TO OPERATOR

7. Operator Fee for Basic Services. In connection with Operator providing those services to the Owner related to the operation of the Facilities, and as more particularly described **Exhibit A**, and incorporated herein by this reference, the Owner shall pay to Operator [REDACTED]

[REDACTED] Such monthly amount shall include all costs associated with sludge hauling, chemical expense, and lab testing. This monthly amount shall escalate by [REDACTED]

8. Additional Fee Charged for Services Outside of Basic Scope of Services. In the event the Owner requests Operator to provide additional / emergency services not included under the Scope of Services as described herein below, Operator shall be compensated for such additional / emergency services in accordance with Operator's prevailing fee schedule as follows:

[REDACTED]

9. Reimbursement of Out-of-Pocket Expenses. Operator shall be eligible for reimbursement for any and all documented costs paid by Operator associated with the testing services, electrical, mechanical and/or other parts purchased to repair and/or maintain the Facilities, chemicals required to operate the Facilities, and other out-of-pocket expenses required for the operation of the Facilities that are outside of the scope of the services for which the Operator is being paid the Fee for Basic Services. Prior approval by the Owner is required for all reimbursable expenses. Operator shall be permitted to mark-up any out of pocket expenses by [REDACTED] to recognize costs of handling. Operator shall provide Owner a copy of the original receipt(s) or other proof of purchase acceptable to Owner with the reimbursement invoice. Reimbursement requests that were not approved in advance or are not accompanied by suitable proof of purchase may not be honored by Owner.

10. Payment of Fee and Reimbursable Costs. Operator shall submit to the Owner invoices for all Operator fees and claimed reimbursable costs within 60 days. All such invoices shall be due and payable to Operator by the Owner within thirty (30) days of the date of the invoice. Operator agrees that payment for claims for reimbursable expenses not received by Owner within sixty (60) days of the date incurred are at the discretion of the Owner. Invoices will be delivered to: ap@cswhgroup.com, or as provided in Section 20.

11. Collection Costs. If the Owner fails to make payments when due, Operator shall provide written notice to the Owner allowing the Owner fifteen (15) days to cure the default in payment. However, if after the fifteen (15) day cure period the Owner continues to fail to make payment to Operator, and Operator incurs any costs in order to collect the overdue sums from the Owner, the Owner agrees that all such documented collection costs incurred by Operator shall immediately become due and payable to Operator.

### **RESPONSIBILITIES - OWNER**

12. Maintaining Permits. Owner shall keep all required permits up to date for the Facilities.

13. Payment of Fees Required by Government Authorities. Owner shall pay the annual operating fees, permit renewal fees, construction fees, testing fees, and any and all other fees as required by the governmental authorities for the operation of the Facilities.

14. Damages Caused by Bypass. Owner shall be responsible for and shall hold Operator harmless from liability for damages caused by a bypass of the Facilities or failure of the Facilities to meet the required effluent limits.

15. Maintenance of Records. Owner shall maintain all records on the operation and maintenance of the Facilities for a period of five (5) years or such additional period of time required by Kentucky State law.

### **RESPONSIBILITIES - OPERATOR**

16. Basic Services. Operator shall provide to Owner the services set forth on the attached **Exhibit A**, which by this reference is incorporated herein.

17. Additional or Emergency Services. Any services not listed above shall be considered additional or emergency services. Additional Services are not included as part of the Basic Services and shall be paid for by Owner in accordance with the Operator's fee schedule set forth hereinabove.

18. Standard of Care. The standard of care of all services performed or furnished by Operator under this Agreement will be the care and skill ordinarily used by operators practicing under similar conditions at the same time and in the same locality.

19. Insurance. Operator shall procure and maintain in effect throughout the duration of the term of this Agreement insurance coverage not less than the types and amounts specified below. The Operator also agrees to furnish the Owner, prior to commencement of the Agreement and from time to time on demand, suitable evidence that such insurance is in force, which will include but not necessarily be limited to a certificate of insurance and copies of all policies whose coverage amounts are shown on the certificate of insurance. In the event that additional insurance, not specified herein, is required by Owner during the course of the services covered by this Agreement, Operator shall supply such insurance and all additional costs shall be borne by Owner. Policies containing a self-insured retention will not be acceptable to Owner. A company with an A- or better rating must issue all insurance policies. All coverage required herein shall list Owner as an additional insured including ongoing operations and completed operations on a primary and non-contributory basis using form CG 20 10 11 85 or its equivalent, and Operator shall maintain all coverage in force continuously without interruption during the term of this Agreement, except as set forth below with respect to tail coverage. In addition, each coverage required herein shall include a waiver of subrogation (where allowable by law).

(a) Comprehensive General liability insurance on an "occurrence basis," in the amount of at least \$1,000,000.00 per occurrence, with at least a \$2,000,000.00 annual aggregate limit, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverage.

(b) Automobile Liability insurance in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit. Coverage should extend to any auto or owned, hired or non-owned autos.

(c) Worker's Compensation and Employers Liability in the amount required by law.

(d) Commercial Umbrella Coverage on all of the foregoing coverage in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

(e) Operator shall maintain in force Pollution Legal Liability policy with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. In the event that Pollution Liability Coverage is discontinued for any reason by Operator after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.

(f) Professional Liability Error and Omissions coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. In the event that Professional Liability Errors and Omissions coverage is discontinued for any reason after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.

The policies listed above shall include within their certificate an endorsement that the policy may not be canceled until sixty (60) days prior written notice of cancellation has been served upon Owner by registered or certified mail. Operator shall provide to Owner at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

*Self-Insured Alternative.* Operator may request approval to be self-insured for any portion of the coverages required in this Paragraph 19. To request such approval, Operator shall provide Owner with evidence of financial solvency and established financial arrangements in the form of a written comprehensive self-insurance program, in full accordance with Federal and State laws and regulations, that will provide Owner with liability protection sufficient to meet the policy limits and coverages required herein. Additional Insureds shall be entitled to recover from Operator without limitation by the Self-Insured Alternative. If Operator is approved by Owner to be self-insured, Operator shall promptly notify Owner at bthies@cswwgroup.com if its financial position or established financial arrangements materially change to negatively impact its ability to process and pay claims comparable to an A.M. Best rated commercial insurer.

In the event that Operator chooses to self-insure, it shall provide, on an annual basis, a copy of any CPA prepared financial statements, preferably audited financial statements.

**Indemnification:** Operator shall to the fullest extent of the law defend, indemnify and hold harmless Owner and all of its parent companies, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, principals, partners, agents, successors and assigns, (collectively “Indemnitees”) from and against any and all actions, suits, arbitrations, administrative proceedings, demands and claims for any and all damages, injunctive or any other relief based on any cause of action whatsoever (sometimes individually “Claim” and sometimes collectively “Claims”), that may be brought or made against, or incurred by, Indemnitees on account of liabilities, damages, losses, cost, expenses, settlements, judgments, awards, and governmental penalties and sanctions, including reasonable attorneys’ fees and experts’ fees, including those attributable to bodily injury (including death), personal injury and property damage

(sometimes individually “Liability” and sometimes collectively “Liabilities”), caused by, arising out of, or contributed to by any negligence, acts, errors, omissions or conduct of Operator, its employees, subcontractors, or agents, related in any way to the performance of any and all services described herein, except to the extent the Claims or Liabilities are determined to have been caused by the negligent or the willful misconduct of the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

20. As part of this Agreement, Operator acknowledges that it will be provided access to certain Third-Party Technology. For purposes of this Agreement, Third-Party Technology means any software, code, algorithms, processes, methods, inventions or other technology which is not owned by Owner. Operator will not: modify, translate, or create a derivative work of any portion of Third-Party Technology; sell, lease, loan, provide, distribute or otherwise transfer any portion of Third-Party Technology to any other party; reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of Third-Party Technology; display or disclose any portion of the interface of Third-Party Technology to any person except to Operator’s employees and contractors who are required to use the technology; remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the Third-Party Technology; or cause or permit any other party to do any of the foregoing.

#### **NOTICES**

21. Notices. Any notice, demand, consent, approval, request or other communication, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been delivered: (i) on the day personally delivered, (ii) upon receipt if sent by overnight courier, (iii) on the third business day following its mailing by registered or certified mail (return receipt requested), postage prepaid, by deposit in the United States mail, or (iv) on the day received (if received by 5:00 p.m. local time on a business day at the location of the recipient [i.e., any day other than a Saturday or Sunday or Kentucky state (depending on the recipient’s location) or federal holiday] and if not so received then on the next business day) if sent by facsimile or electronic transmission with proof of successful transmission.

Owner: Bluegrass Water Utility Operating Company, LLC  
Attn: Todd Thomas, Sr. Vice-President  
1630 Des Peres Rd., Suite 140  
St. Louis, MO 63131  
Phone: (314) 380-8518  
Email: tthomas@cswrgroup.com

Operator: Clearwater Solutions, LLC  
Attn: Catherine Edwards, Chief Executive Officer  
2180 Moores Mill Road  
Auburn, Alabama 36830  
Phone: (864) 360-0692  
Email: catherine.edwards@clearwatersolutions.com

Either Party may, by notice given as aforesaid, designate a different address or addresses for notices to be given to it.

## **GENERAL PROVISIONS**

22. **Information Provided by Others.** Owner shall furnish, at Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Operator may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

23. **Relationship of Parties.** The Operator is and will remain for the term of this Agreement an independent contractor completely responsible for its own acts and for the manner in which, and the form by which, it performs this Agreement, and as such shall set its own hours and means and methods and shall not be subject to the supervision and control of the Owner except as to the results obtained. In no event shall the relationship created by this Agreement constitute a joint venture or partnership between the Owner and the Operator. Neither Party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of, the other or bind the other in any manner whatsoever whether as agent, legal representative or otherwise.

24. **Third Party Rights.** Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Operator.

25. **Waiver.** A waiver by either Owner or Operator of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Party's rights with respect to any other or further breach.

26. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

27. **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the Parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. **Successors and Assigns.** Owner and Operator each binds itself and its successors, assigns, and legal representatives to the other Party to this Agreement and to the successors, assigns, and legal representatives of such other Party in respect to all provisions of this Agreement.

29. **Assignment.** The Operator shall not assign any rights or duties under this Agreement without the prior written consent of the Owner, which shall not be unreasonably withheld. However, the Owner shall be free to assign the rights and/or duties under this Agreement to any



successor in interest by providing written notice to the Operator setting forth the name and contact information for the assignee and the date that the assignment will become effective. Nothing contained in this Section shall prevent Operator from employing independent Operators, associates, and subcontractors to assist in the performance of the Services.

30. Controlling Law. The laws of the State of Kentucky shall govern this Agreement.

31. Anti-bribery, Anti-corruption and OFAC Compliance. The Owner takes a zero-tolerance approach to bribery and corruption. By executing this Agreement the Operator expressly acknowledges that all employees, agents, contractors and sub-contractors of the Operator must at all times comply with all applicable anti-bribery and anti-corruption laws and Operator policies and related procedures in relation to anti bribery and anti-corruption as set out herein or as may be implemented or amended from time to time and which will be made available for review upon request. Operator agrees to comply with the following policies:

- Operator may not provide or receive anything of value to obtain or retain business or favored treatment from public officials; candidates for office; employees of state-owned enterprises; employees or officers of counterparties, clients/customers, or suppliers; any agent of the aforementioned parties; or any other person with whom the Operator does or anticipates doing business.
- The prohibition against providing “anything of value” to obtain or retain business or favored treatment includes improper payments, such as cash bribes or kickbacks, but also may include other direct or indirect benefits and advantages, such as inappropriate gifts, meals, entertainment, charitable contributions, and offers of employment or internships.

In addition, the Owner is committed to combating money laundering, terrorist financing, securities fraud and other financial crimes (collectively “money laundering”) and complying fully with all applicable laws and regulations relating to combating money laundering. The Owner is also committed to complying with economic and trade sanctions administered and enforced by governments and supranational bodies, including, among others, the sanctions programs and designated sanctions lists administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations Security Council, the European Union and Her Majesty’s Treasury. Compliance by employees, agents, contractors and sub-contractors of the Operator with all applicable anti-money laundering laws and regulations and sanctions programs and lists (collectively, “AML”) is strictly required as a condition of this Agreement. Operator’s participation with any employee, agent, contractor and/or sub-contractor of the Owner to engage in money laundering, or to fail to comply with all applicable AML laws, regulations, and Owner’s AML policies, will be a breach of this Agreement, and will be cause for immediate termination of this Agreement by the Owner.

32. Executed Counterparts/Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy

of this Agreement to physically form one document. This Agreement may be executed by a Party's signature transmitted by facsimile or electronic transmission, and copies of this Agreement executed and delivered with facsimile signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The Parties hereto may rely upon facsimile signatures as if such signatures were originals. The Parties hereto agree that a facsimile signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

33. Further Assurances. From time to time, each Party shall execute and deliver such further documents and shall take such other action as the other Party reasonably may request in order to discharge and perform their obligations and agreements hereunder.

34. Time. Time is of the essence of each provision of this Agreement in which time is an element. Time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or legal holiday under the laws of the States of Kentucky or the United States of America, and then it is also excluded. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. Central Time on that day or date and references to "days" shall refer to calendar days.

35. Attorneys' Fees. In the event of any legal proceeding between the Parties arising out of the subject matter of this Agreement, in addition to any other award to which it shall be entitled, the prevailing Party shall be entitled to an award for the reasonable attorneys' fees and costs incurred by its in connection with such proceedings.


36. Entire Agreement. This Agreement, and all attachments hereto, is the entire Agreement between Owner and Operator. It supersedes all prior communications, understandings and agreements, whether oral or written. The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement. Amendments to this Agreement must be in writing and signed by both the Owner and the Operator.

37. Payments. It is further mutually agreed between the Parties hereto, that no payment made under this Agreement shall be deemed as conclusive evidence of the performance of this Agreement, either in whole or in part, and that no payment shall be construed to be an acceptance of defective work or improper performance or materials.

**IN WITNESS WHEREOF,** Owner and Operator have executed this Agreement, effective on the date first above written.

**OWNER:**

BLUEGRASS WATER UTILITY  
OPERATING COMPANY, LLC

By 

Title: VP

**OPERATOR:**

CLEARWATER SOLUTIONS, LLC

By 

Title: CEO

## **EXHIBIT A**

### **Wastewater Field Operations – Included in Monthly Fee**

Tasks listed below are routine tasks expected for the operation of a wastewater facility and shall be included in the monthly fee. The monthly fee shall include all labor, materials, and costs to complete the following tasks. This monthly fee shall also include costs for chemicals, sludge hauling and lab testing.

- Make the minimum amount of site visits as required by Federal, State, and Local entities but no less than 3 (for mechanical plants including lagoons with aeration, MBBRs, or any mechanical unit process) or 1 (for non-aerated lagoons) weekly visits to the treatment facility to monitor the operation and perform process control analysis of the Facilities.
- Assure the Facilities are in compliance with all required standards of the governing authorities and those set forth in this Agreement or any attachments hereto. Data must be entered into provided software solutions (provide facility examples). However, CSWR can at any time assign additional facility activities that it deems necessary to ensure the life expectancy of the asset does not decrease due to a lack of scheduled and planned maintenance tasks per the Operations Management Plan (OMP), industry standards.
- Perform weekly inspections of the Facilities' components as described in the CMMS (computerized maintenance management system) or as required to meet manufacturers' specifications and recommendations.
- Perform monthly, quarterly, semiannual, annual duties of the Facilities' components as described in the CMMS (computerized maintenance management system) or as required to meet manufacturers' specifications and recommendations. For example, predictive, preventive, and corrective maintenance includes but is not limited to scheduled and planned drainage, inspection and cleaning of aeration basin tanks and diffusers, as well as checking the structural condition and noting concerns/issues and follow-up with a structural firm to assess the structure. Please note, CSWR can at any time assign additional predictive, preventive, or planned corrective maintenance activities that it deems necessary to ensure the life expectancy of the asset.
- Perform all routine scheduled work orders generated through CMMS.
- Prepare and file the necessary reports to government regulators to maintain regulatory compliance and provide copy of same to Owner.
- Utilize owner provided regulatory results database. Maintain/upload certified test results into the database by the 15th of the following month. This remains in effect until the EMIS (Environmental management information system) database integrations are fully implemented (this will result in all permitted compliance data being auto-populated into the database via the contract and state laboratories interface).
- Prepare and file the necessary reports to all local, state, and federal regulatory agencies to maintain regulatory compliance and provide a copy of the same to the Owner. This remains in effect until the EMIS database integrations are fully implemented (this will result in all permitted compliance data being auto-populated into the database via the contract and state laboratories interface):
  - Discharge Monitoring Report
  - Monthly Operation Report

- Obtain the process (Owner) and compliance (Regulatory) sampling requirements for testing by the local, state, and federal regulatory agencies and/or the Owner and perform the necessary sampling.
- Develop and maintain all facility records to maintain compliance with all Owner and Regulatory requirements. Documents include but are not limited to:
  - Emergency Response Plans
  - Operating Management Plans
- Contact appropriate laboratories to provide required testing and reporting services for Owner.
- Provide all test results to the Owner by the 15<sup>th</sup> of the following month.
- Notify the Owner immediately in the form of an immediate notification report (INR) via Email and Phone in the instance of an event that could result in a fine from a Regulatory agency or could cause a negative impact on the public. Any fees or fines resulting from a delay in notifying the Owner will be the responsibility of the Operator.
  - Refer to the Guidance Criteria for Environmental Reporting documentation provided by the Owner.
- Notify the Owner with 24 hours via Email and Phone of any test results that are outside of regulatory or permit limits, represent a potential for a Notice of Violation, could result in a fine from a Regulatory agency, or could cause a negative impact on the public. Any fee or fine(s) resulting from a delay in notifying the Owner will be the responsibility of the Operator.
  - Refer to the Guidance Criteria for Environmental Reporting documentation provided by the owner.
- Contact and direct appropriate contractors to make repairs to the system as needed for operation.
- Operator will utilize Remote Monitoring to monitor facility operations, status, and alarms, based on key performance indicators (KPIs) and thresholds set by the owner/operator in the Remote monitoring platform. In the event of an alarm, the operator is responsible for taking corrective actions to resolve the issues, clear the alarm, and return the facility to normal status, will ensure that required staff are set up in the Remote Monitoring platform to receive alarm notifications at the time of installation.
- Operator will build out the OMP and all required SOPs to make it site-specific. (this can include building a QA Manual for laboratories where applicable, i.e., required by the state regulator.
- Operator will enter all process data into EMIS. The operator will use EMIS tools to analyze process performance and make necessary process control adjustments to ensure the facility maintains permit compliance. The operator will utilize the owner-provided results database. Enter current weekly process test results into the database at least 3 times per week for mechanical systems and 1 time per week for non-aerated lagoon processes as referenced herein.
- Operator will participate in WP PT (water pollution proficiency testing) program, where the operator collects and analyzes samples for permit compliance onsite. The WP PT samples are unknown (blind) to determine the level of technician proficiency for the testing performed.

- Operator will establish all required laboratory procedures, i.e., bound and numbered bench books for each parameter tested to be available upon request, for example, a regulatory agency compliance evaluation inspection. SOPs developed for said procedures that follow 40 CFR Part 136 and Standards Methods.
- Operator will validate all DMRs for accuracy and completeness before submitting. Once the EMIS is implemented, follow the QAQC process to validate all compliance data before submission to the state and federal regulators.
- Operator will follow and execute all sludge management plan (SMP) protocols as required by local, state, and federal regulatory agencies and 40 CFR Part 503, including building out an SMP for an operation that requires a program to be developed and followed to comply with all state and federal regulations.
- Operator will develop, manage, and execute an industrial pretreatment program if applicable to the facility or system to ensure all state and/or federal regulations are followed and adhered to.
- Operator will develop, manage, and execute a grease trap control program, if applicable, to ensure excessive FOG does not enter the collection system and wastewater treatment facility.
- Operator will ensure that they have personnel on-call 24-Hour 7 days per week to take maintenance and emergency phone communications from the owner customer service call center for system disruption events.
- Operator must respond to all owner customer service center calls and notifications within 15 minutes and follow up with the customer within 15 minutes of communicating with the Call Center if applicable or required based on the information provided by the customer. The customer call-out is considered non-routine work.
- Provide a 24-Hour on-call emergency utility service response for operations.
- Perform Utility Locates Utilizing the owner-specified ticket management platform.
- Operator to assist the owner with input into the O&M budgeting process, including routine, major maintenance, and capital improvement items.
- Operator to provide additional asset-unit process information for inclusion into the owner's CMMS database if assets are identified via discovery after closing.
- Must respond to all customer calls and notifications within a 2-hr period of receiving call or notification.

#### Wastewater Field Operations – Additional Work

Tasks listed below are non-routine tasks expected for the operation of a wastewater facility and shall be billed in addition to the monthly fee. Operator shall provide a list of labor rates and cost markup that will be charged.

- Sewer main, or manhole repair and maintenance
- Service and utility construction inspections
- Sewer main flushing, rodding, or jetting
- Reviewing and analyzing manhole and field sensor data to assist with addressing Inflow and Infiltration in the Collection System
- Lift station corrective maintenance and repair
- Cleaning and vacuuming of manholes

- Lagoon repair/maintenance requiring excavating equipment (e.g. backhoe, loader, etc.)
- Mowing and trimming of plant, lagoon and right of way areas
- Fence repair & upkeep
- Sewer main video inspection and recording
- Sewer main repair and/or replacement
- Customer service issues requiring action on behalf of the utility
- Pavement repairs required as a result of utility operations.
- Items identified during pre-closing onsite due diligence review and start-up by the Operator as inoperable or concerning conditions of the facility that would affect treatment performance. Owner to review items and grant approval prior to repair work beginning. In addition, the operator will manage and oversee startup and triage activities and provide timely updates via a project tracking program.
- Electrical Repair Services
- Tree trimming/brush removal services
- Mechanical repair services
- Structural repair services

Any other scope of work with pre-authorization from the Owner

### Water Field Operations – Included in Monthly Fee

Tasks listed below are routine tasks expected for the operation of a water facility and shall be included in the monthly fee. The monthly fee shall include all labor, materials and costs to complete the following tasks. This monthly fee shall also include all costs for chemicals and lab testing.

- Make the minimum amount of site visits to maintain compliance as required by Federal, State, and Local entities but no less than one visit per week.
- Make minimum weekly visits to the treatment facility to monitor the operation and perform process control analysis of the Facilities to ensure the Facilities are in compliance with all required standards of the governing authorities and those set forth in this Agreement or any attachments hereto. Data must be entered into provided software solutions. Owner may, at any time, assign additional facility activities that it deems necessary to ensure the asset's life expectancy does not decrease due to a lack of scheduled and planned maintenance tasks per the Operations Management Plan (OMP), industry standards.
- Perform weekly inspections of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
- Perform monthly, quarterly, semiannual, annual duties of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
- Maintain all facility records included in CMMS.
- Perform all routine scheduled work orders generated through CMMS.
- Prepare and file the necessary reports to government regulators to maintain regulatory compliance and provide copy of same to Owner.
- Utilize owner provided regulatory results database. Maintain/upload certified test results into the database by the last business day of each month. Utilize owner-provided regulatory results database. Maintain/upload certified test results into the database by the 15<sup>th</sup> of the following month. This remains in effect until the Environmental Management Information System ("EMIS") database integrations are fully implemented (this will result in all permitted compliance data being auto-populated into the database via the contract and state laboratories interface).
- Obtain the sampling requirements for testing by the government regulators and/or the Owner and perform the necessary sampling.
- Develop and maintain all facility records to maintain compliance with all Owner and Regulatory requirements. Documents include but are not limited to:
  - Emergency Response Plans
  - Operating Management Plans.
- Contact appropriate laboratories to establish required testing and reporting services for the Owner.
- Provide all test results to the Owner by the 15<sup>th</sup> of the following month.



- Notify the Owner immediately in the form of an immediate notification report (“INR”) via Email and Phone in the instance of an event that could result in a fine from a Regulatory agency or could cause a negative impact on the public. Any fees or fines resulting from a delay in notifying the Owner will be the responsibility of the Operator.
  - Referring to the Guidance Criteria for Environmental Reporting documentation provided by the owner.
- Notify the Owner with 24 hours via Email and Phone of any test results that are: (1) outside of regulatory or permit limits; (2) represent a potential for a Notice of Violation; (3) could result in a fine from a Regulatory agency; or (4) could cause a negative impact on the public. Any fee or fines resulting from a delay in notifying the Owner will be the responsibility of the Operator.
  - Referring to the Guidance Criteria for Environmental Reporting documentation provided by the owner.
- Contact and direct appropriate contractors to make repairs to the system as needed for operation.
- Operator will utilize Remote Monitoring to monitor facility operations, status, and alarms, based on key performance indicators (KPIs) and thresholds set by the owner/operator in the Remote monitoring platform. In the event of an alarm, the operator is responsible for taking corrective actions to resolve the issues, clear the alarm, and return the facility to normal status, will ensure that required staff are set up in the Remote Monitoring platform to receive alarm notifications at the time of installation.
- Operator will build out the OMP and all required SOPs to make it site-specific (this can include the buildout of a QA Manual for laboratories where applicable, i.e., required by the state regulatory agencies.)
- Operator will enter all process data into EMIS. The operator will use EMIS tools to analyze process performance and make necessary process control adjustments to ensure the facility maintains permit compliance. The operator will utilize the owner-provided results database. Enter current weekly process test results into the database at a minimum of 3 times per week for the water facilities.
- Operator will participate in Water System Proficiency Testing (“WSPT”) program where staff collects and analyze samples onsite. The WSPT samples are unknown (blind) to determine the level of technician proficiency for the testing performed.
- Operator will establish all required laboratory procedures, i.e., bound and numbered bench books for each parameter tested to be available upon request, for example, a regulatory agency compliance evaluation inspection. SOPs developed for said procedures that follow 40 CFR Part 136 and Standards Methods.
- Operator will complete required reports and ensure each (Insert reports) is validated for accuracy and completeness before submitting. Once EMIS is implemented, follow the QAQC process to validate all compliance data before submission to the state and federal regulators.

- Operator will develop and ensure all sampling plans are completed and submitted to the proper regulatory entities to maintain compliance in accordance with the rules and regulations of the appropriate authority based on the facility's location, i.e., State.
- Operator will assist the Owner in developing and maintaining the LSL Inventory in accordance with the new regulations set forth by the EPA LCRR.
- Operator will meet all PWS proximity requirements for operators as set by the Federal, State, and Local regulatory entities (i.e., Response Times or Distance to the facility).
- Operator will ensure that it has personnel on-call 24-Hour 7 days per week to take maintenance and emergency phone communications from the Owner customer service call center for system disruption events.
- Operator must respond to all Owner customer service center calls and notifications within 10 minutes and follow up with the customer within 15 minutes of communicating with the Call Center if applicable or required based on the information provided by the customer. The customer call-out is considered non-routine work.
- Provide a 24-Hour on-call emergency utility service response for operations.
- Perform Utility Locates Utilizing the owner-specified ticket management platform.
- Operator to assist the Owner with input into the O&M budgeting process, including routine, major maintenance, and capital improvement items.
- Operator to provide additional asset-unit process information for inclusion into the owner's CMMS database if assets are identified via discovery after closing.

#### Water Field Operations – Additional Work

Tasks listed below are non-routine tasks expected for the operation of a wastewater facility and shall be billed in addition to the monthly fee. Operator shall provide a list of labor rates and cost markup that will be charged.

- Water main repair and maintenance
- Service and utility construction inspections
- Water main flushing
- Booster station maintenance and repair
- Mowing and trimming of plant and right of way areas
- Fence repair & upkeep
- Customer service issues requiring action on behalf of the utility
- Pavement repairs required as a result of utility operations
- Items identified during pre-closing onsite due diligence review and start-up by the Operator as inoperable or concerning conditions of the Facility that would affect treatment performance. Owner to review items and grant approval prior to repair work beginning. In addition, the Operator will manage and oversee startup and triage activities and provide timely updates via a project tracking program.

Any other scope of work with pre-authorization from the Owner.

**EXHIBIT B**  
**Kentucky Water Facilities and Permits**

<u>Facility</u>	<u>Permit</u>
Airview (Wastewater)	KY0045390
Arcadia Pines (Wastewater)	non-discharging
Brocklyn (Wastewater)	KY0081299
Carriage Park (Wastewater)	non-discharging
Center Ridge Water (Water)	KY0180549
Center Ridge District #2 (Water)	KY0180509
Center Ridge District #3 (Water)	KY0180502
Center Ridge District #4 (Water)	KY0183106
Commonwealth (Wastewater)	non-discharging
Darlington Creek (Wastewater)	KY0105325
Delaplain Disposal (Wastewater)	KY0079049
Fox Run (Wastewater)	KY0086967
Golden Acres (Wastewater)	KY0044164
Great Oaks (Wastewater)	KY0080845
Herrington Haven (Wastewater)	KY0053431
Kingswood (Wastewater)	KY0101419
Lake Columbia (Wastewater)	KY0077674
LH Treatment (Wastewater)	KY0081591
Magruder Village (Wastewater)	KY0083577
Marshall Ridge (Wastewater)	non-discharging
Persimmon Ridge (Wastewater)	KY0090956
River Bluffs (Wastewater)	KY0043150
Springcrest Sewer (Wastewater)	non-discharging
Timberland (Wastewater)	KY0083755
Woodland Acres (Wastewater)	KY0091600
Yung Farms (Wastewater)	KY0092843

Title	Clearwater KY 2024
File name	file
Document ID	bd5ddb7b455dc5a9ca395083227040b43a61f422
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



SENT

**03 / 18 / 2024**

21:12:19 UTC

Sent for signature to Catherine Edwards  
(catherine.edwards@clearwatersol.com) and Todd Thomas  
(tthomas@cswrgroup.com) from kstephens@cswrgroup.com  
IP: 76.154.137.216



VIEWED

**03 / 18 / 2024**

21:32:47 UTC

Viewed by Catherine Edwards  
(catherine.edwards@clearwatersol.com)  
IP: 174.238.100.210



SIGNED

**03 / 18 / 2024**

21:33:21 UTC

Signed by Catherine Edwards  
(catherine.edwards@clearwatersol.com)  
IP: 174.238.100.210



VIEWED

**04 / 16 / 2024**

20:34:57 UTC

Viewed by Todd Thomas (tthomas@cswrgroup.com)  
IP: 35.134.151.130

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Title	Clearwater KY 2024
File name	file
Document ID	bd5ddb7b455dc5a9ca395083227040b43a61f422
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



**04 / 29 / 2024**  
21:29:14 UTC

Signed by Todd Thomas (tthomas@cswrgroup.com)  
IP: 35.134.151.130



**04 / 29 / 2024**  
21:29:14 UTC

The document has been completed.

## **Master Services Agreement**

This Master Services Agreement ("MSA" or "Agreement"), dated April 1, 2025 ("Effective Date"), is between CSWR, LLC, with offices at 1630 Des Peres Road, Suite 140, Saint Louis, MO 63131, United States, and its Affiliates ("Client"), and GC Services Limited Partnership, d/b/a Intelogix, with offices at 1389 Center Drive, Suite 200, Park City, UT 84098, United States, and its Affiliates ("Intelogix"). (Client and Intelogix may be referred to each as a "Party" and collectively as the "Parties.") The term "Affiliate" used herein means an entity that a Party controls, is controlled by, or is under common control with the Party.

**Whereas**, Intelogix provides CX and other back office services and desires to provide such services to Client;

**Whereas**, Client desires to use Intelogix's CX and/or back office services for its business, subject to the terms and conditions herein.

**Now Therefore**, in consideration of the mutual promises and obligations contained in this MSA, the Parties agree as follows.

### **1. Services.**

- 1.1. Intelogix shall provide Client with the services as identified in one or more Statements of Work ("SOW"), which shall be incorporated by reference into this MSA, (the "Services").

### **2. Location of Services.**

- 2.1. Unless otherwise agreed by the Parties, all Services shall be performed as more specifically described in the SOW.
- 2.2. Nothing herein shall prohibit Intelogix from using its personnel or that of an Affiliate located outside of the United States for back-office functions and support services that are ancillary to the Services provided hereunder.

### **3. Compensation.**

- 3.1. Client will compensate Intelogix for its Services under this MSA in accordance with the terms set forth in the applicable SOW.
- 3.2. As of each annual anniversary of the Effective Date of this MSA, unless the Parties shall otherwise agree, the pricing in each applicable SOW for all Services shall be amended to equal the fee that would be charged for the same services based on a fee rate increased by the percentage increase for the twelve-month period of such previous calendar year of the Consumer Price Index for the applicable location where Services are being performed. Notwithstanding the foregoing, in no event will the pricing from the SOW be decreased in the event there is a year over year decrease in the Consumer Price Index.

- 3.3. IntelLogix will invoice Client each month for Services delivered during the prior month. Client will immediately process and pay the undisputed portion of IntelLogix's invoice through Client's normal payment channels, not to exceed thirty (30) days from receipt of such invoice. If IntelLogix fails to receive payment of amounts due to IntelLogix within thirty (30) days after the date of Client's receipt of the invoice therefore (which date of receipt shall conclusively be presumed to be no later than five (5) days after the mailing thereof if submitted by mail or one (1) day after sending if sent by electronic means), Client agrees that it shall incur a finance charge in the amount of 1% per month (but not to exceed 12% per annum) on the unpaid amount.
- 3.4. Except as otherwise specified in this MSA, IntelLogix shall bear all taxes and other charges imposed on IntelLogix as a result of IntelLogix's delivery of Services under this Agreement, including but not limited to any income or franchise tax imposed upon IntelLogix. Client shall bear all sales taxes, use taxes, and other similar charges imposed on Client as a result of its receipt of Services under this Agreement.
- 3.5. All invoices to Client shall be stated in US Dollars. All payments to IntelLogix shall be made in US Dollars.

#### **4. Term & Termination.**

- 4.1. This Agreement will commence on the Effective Date and will continue in full force and effect for 3 (Three) years and will renew for successive additional 1 (One) year periods unless Client or IntelLogix gives the other ninety (90) days written notice of its intention not to exercise an extension, or this Agreement is otherwise terminated as provided herein.
- 4.2. Either Party may terminate this MSA without cause by giving the other Party at least one hundred twenty (120) days' prior written notice of the date of termination.
- 4.3. Either Party may terminate this MSA for cause if, after written notice of an alleged material breach, the material breach remains uncured after thirty (30) days.
- 4.4. Either Party may terminate this MSA immediately upon notice to the other Party if the other Party becomes insolvent, files for or has filed against it a petition in bankruptcy or makes a general assignment for the benefit of its creditors.

#### **5. Compliance with Applicable Laws.**

- 5.1. At all times during the term of this MSA, each Party shall fully comply with, and be in compliance, with all applicable laws, rules and regulations, and the terms of this MSA relating to or affecting the performance of its obligations hereunder, including but not limited to laws related to employment of labor, hours of labor, working

conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, and shall secure and maintain in full force and effect all licenses, permits and authorizations necessary for the performance of its obligations hereunder.

- 5.2. Each Party shall immediately notify the other Party in writing of the commencement or threatened commencement of, any action, suit or proceeding, and the issuance or threatened issuance of any order, writ, injunction, or decree, involving its activities under this MSA which may affect its ability to perform its obligations hereunder.

**6. Confidentiality.**

- 6.1. Confidential Information. The Parties agree that as used herein any and all "Confidential Information" and "Proprietary Information" shall mean any non-public, confidential, and proprietary information identified by one Party (the "Providing Party") to the other Party (the "Receiving Party") and the following information: (a) with respect to any person, entity, information, no matter how communicated or embodied, relating to such person or entity's past, present or future personal business activities and or financial information, and customer/client lists; (b) with respect to either Party's policies, procedures and or operations, training material, and scripts, no matter how communicated or embodied; and (c) relating to this MSA or the performance hereunder, including the nonpublic personal information of Client's customers/clients. The Parties agree that all other materials specifically designated by the Providing Party as confidential or proprietary furnished by the Providing Party to the Receiving Party or disclosed to the Receiving Party in the course of this MSA shall remain the property of the Providing Party. Any Confidential Information or Proprietary Information independently developed by Intelogix, its employee(s), agent(s) or representative(s) will remain the property of Intelogix.
- 6.2. Use and Disclosure. Neither Party will disclose the other Party's Confidential Information to or use the other Party's Confidential Information for the benefit of, any third party without the other Party's prior written consent. All Confidential Information relating to a Party will be protected against unauthorized use or disclosure by the other Party to the same extent and with at least the same degree of care as such Party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Each Party may disclose the other Party's Confidential Information to its officers, agents, subcontractors, and employees only to the extent not prohibited by Law and only as necessary to perform or receive the Services. Client may disclose Intelogix's Confidential Information to its Affiliates, subject to the same obligations of confidentiality as apply to Client.



- 6.3. Required Disclosure. If a Party is requested or required by any Governmental Authority to disclose any of the other Party's Confidential Information, such Party may disclose the requested Confidential Information provided that such Party provides prompt notice of such disclosure and, if the other Party requests, provides reasonable assistance in obtaining an appropriate protective order or other similar relief.
- 6.4. Unauthorized Acts. Without limiting either Party's rights in respect of a breach of this Article, each Party will:
- 6.4.1. Promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
  - 6.4.2. Promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information;
  - 6.4.3. Cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services; and
  - 6.4.4. Use diligent efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information.
- 6.5. Rights in Confidential Information. Nothing contained in the Parties' obligations with respect to Confidential Information will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Party, and any such obligation or grant will only be as provided by the other provisions of this MSA.
- 6.6. Return of Confidential Information. Upon expiration or termination of this MSA, each Party will (A) promptly return to the other Party all copies of the other Party's Confidential Information in its possession or control or (B) as requested by the other Party, permanently erase, or destroy copies of the other Party's Confidential Information in its possession or control.

## **7. Intellectual Property.**

- 7.1. Except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to grant a Party any license, sublicense, copyright interest, proprietary right, or other claim against or interest in the other Party's copyrights, patents, or other intellectual property.
- 7.2. Except as provided in this Agreement, neither Party will use, or permit their respective employees, agents, and subcontractors to use, the trademarks, service marks, logos, trade names or other proprietary designations of the other Party or the defendant company, or their Affiliates or clients, whether registered or unregistered, without such other Party's prior written consent.
- 7.3. Each Party represents and warrants that any materials, systems, processes, and services provided by a Party, its Affiliates, and their agents and the normal use by either Party in performing its obligations pursuant to this Agreement shall not infringe upon any patent, copyright, trademark, service mark, mask work, or other protected intellectual property right of any third party.

**8. Relationship of the Parties.**

- 8.1. The Parties agree that Intelogix is an independent contractor in performing the Services. Nothing contained in this Agreement will place the Parties in the relationship of partners, joint ventures, or employer/employee, and neither Party will have any right to obligate or bind the other in any manner whatsoever nor represent to third parties that it has any right to enter into any binding obligation on the other's behalf.
- 8.2. It is expressly understood, acknowledged, and agreed that the Intelogix employees and other Intelogix personnel providing service hereunder are employees and/or agents of Intelogix and not of Client for any and all purposes, including, but not limited to, the payment of all salaries, wages, benefits, unemployment insurance, workers compensation insurance, taxes, FICA and FUTA withholding, and other amounts due said employees or personnel.

**9. Insurance.**

- 9.1. Intelogix will obtain and maintain at its own expense insurance of the type and in the amounts set forth below, with reputable carriers:
  - 9.1.1. Statutory workers' compensation in accordance with all federal, state and local requirements, including employer's liability, in the amount of at least \$1,000,000;
  - 9.1.2. Commercial general liability insurance for an insured amount of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate combined single limit, which may be satisfied with an excess or umbrella policy;

- 9.1.3. Professional errors and omissions liability insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - 9.1.4. Bond/crime insurance, including blanket coverage for employee dishonesty and computer fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by IntelLogix's personnel, acting alone or in collusion with others, with a minimum limit per event of \$5,000,000; and
  - 9.1.5. Technology errors and omissions or cyber liability insurance covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to, a computer, computer system, network, or similar computer-related property and the data, software and programs used thereon, as well cyber liability and privacy, in an amount of at least \$5,000,000 per occurrence.
- 9.2. IntelLogix will furnish to Client certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverages referenced in this section and naming Client as an additional insured on all such policies, other than with respect to workers' compensation and professional errors and omissions liability. Such certificates or other documentation will include a provision whereby thirty (30) days' notice must be received by Client before coverage cancellation or material alteration of the coverage by IntelLogix or the applicable insurer. Such cancellation or material alteration will not relieve IntelLogix of its continuing obligation to maintain insurance coverage in accordance with this section.

**10. Indemnification.**

- 10.1. IntelLogix agrees to indemnify, defend and hold harmless Client and each of Client's parents, subsidiaries, affiliates and successors, and each of its and their directors, officers, employees, agents, and/or assignees from and against any and all claims, suits, damages, penalties, judgments, demands, liabilities and losses, including without limitation, damages and costs reasonably incurred in the defense of any such claim arising out of: (i) a breach by IntelLogix of its obligations under this MSA, except to the extent caused by Client's tortious conduct, including but not limited to its negligence, gross negligence, or knowing misrepresentation by Client personnel, (ii) the acts, omissions, misrepresentations, or negligence of IntelLogix, its employees, or agents; (iii) the violation of any applicable law, statute, or regulation; (iv) violation by IntelLogix of a third party's trade secrets, proprietary information, trademarks, copyright or patent rights in connection with the performance of Services under this MSA.

10.2. Client agrees to indemnify, defend and hold harmless IntelLogix, its general partners, parents, members, subsidiaries, Affiliates, employees, agents and assigns from any and all liability to third parties from and against any and all claims, suits, damages, penalties, judgments, demands, liabilities and losses, including without limitation, damages and costs reasonably incurred in the defense of any such claim arising out of (i) a breach by Client of its obligations under this MSA, except to the extent caused by IntelLogix's tortious conduct, including but not limited to its negligence, gross negligence, or knowing misrepresentation by IntelLogix personnel, (ii) the acts, omissions, misrepresentations, or negligence of Client, its employees, or agents, (iii) errors or inaccuracies in delinquent accounts, data, or information provided by Client, or (iv) violation by Client of a third party's trade secrets, proprietary information, trademarks, copyright or patent rights in connection with the performance of Services under this MSA.

**11. Limitation of Liability.**

11.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER A CLAIM IN TORT, CONTRACT OR OTHERWISE, FOR ANY CONSEQUENTIAL, LOST PROFIT, SPECIAL, INCIDENTAL, EXEMPLARY, OR SIMILAR DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR AN AMOUNT EXCEEDING THE FEE PAID TO INTELOGIX DURING THE MOST RECENT TWELVE CONSECUTIVE MONTH PERIOD.

**12. Non-Solicitation.**

12.1. From the Effective Date until one (1) year after termination of this Agreement neither Party shall directly or indirectly solicit or seek to procure (other than by general advertising), without the prior consent of the other Party, (i) in the case of Client, the employment of IntelLogix's employees engaged in the provision of the Services during the period they are so engaged and for one (1) year thereafter, and (ii) in the case of IntelLogix, Client's employees engaged in the performance of Client's obligations hereunder or the receipt of Services hereunder during the period they are so engaged and for one (1) year thereafter. This requirement may be waived only by a written waiver notice signed by the Party making such waiver. A Party will be reimbursed by the other Party for the equivalent of one (1) year's base salary for any personnel hired in violation of this provision.

**13. Recordkeeping.**

13.1. IntelLogix will maintain complete and accurate financial records related to the Services provided herein, in a form in accordance with prudent accounting principles, to substantiate the charges hereunder. IntelLogix agrees to retain records of financial transactions for at least one (1) year from the date of the final payment for Services performed during the term of this Agreement. For any audit performed by Client, IntelLogix shall provide Client with access to these records during normal business hours and with reasonable notice during the term of this Agreement and during the period in which IntelLogix is required to maintain such records.

**14. Publicity.**

14.1. Neither Party nor any of its Affiliates or agents shall, without the prior written consent of the other Party, make any news release or public announcements, confirmation or denial, with respect to the existence or the terms and conditions of all or any part of this Agreement or any discussions or negotiations culminating hereunder; provided, however, that IntelLogix may include the name and logo of Client in a customer list or in a list of references with respect to customer services activity.

**15. Governing Law.**

15.1. This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the State of Delaware

**16. Force Majeure.**

16.1. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, pandemics, riots, pestilence, civil disorders, governmental orders, acts or omissions of the other Party or any other similar cause beyond the reasonable control of such Party and without its fault or negligence.

16.2. For any force majeure event, the non-performing Party shall be excused from further performance or observance of the obligations affected for as long as the force majeure event continues, and the non-performing Party continues to use commercially reasonable efforts to recommence performance or observance without delay. The Party so delayed in its performance shall immediately notify the Party to whom performance is due by email and/or telephone (to be confirmed in writing within twenty-four (24) business hours of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay and anticipated duration.

**17. Assignment.**

17.1. This Agreement may not be assigned by any Party by operation of law, or otherwise, except with the prior written consent of the other Party, such consent not to be unreasonably withheld; notwithstanding the foregoing, either Party may assign work under this Agreement to any Affiliate.

17.2. Notwithstanding Section 17.1, Client may assign this Agreement, in whole or in part, to (i) a parent corporation; (ii) any company into which Client may merge or consolidate or which acquires substantially all of their assets or stock; or (iii) a wholly owned Affiliate of the parent corporation which is of a financial standing equal to or greater than that of the assignor.

**18. Severability.**

18.1. If any part of this Agreement proves to be invalid or unenforceable for any reason, the invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if the invalid or unenforceable provision had not been included, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

**19. Waiver.**

19.1. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. No waiver hereunder will be effective unless it is in writing and executed by the Party waiving the breach or default.

**20. Survival.**

20.1. All provisions of this Agreement relating to indemnification, confidentiality, choice of law, and record keeping shall survive the termination of this Agreement.

**21. Notices.**

21.1. Any notice to be given by the parties must be in writing and will be deemed to have been given if delivered personally, or if sent by certified mail, return receipt requested or other means of third-party delivery that generates a receipt, to the parties at the following addresses or such other address designated by notice. Any notice will be deemed to have been given on the day it was received.

If to Client:	If to IntelLogix:
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Central State Water Resource, Inc. Attn: [Notice Recipient] 13421 Manchester Rd, Ste 103 Saint Louis MO 63131 United States	GC Services Limited Partnership, d/b/a IntelLogix Attn: Chief Financial Officer 1389 Center Drive, Suite 200 Park City, UT 84098  cc: Compliance & Law Department
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**22. Miscellaneous.**

- 22.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements and representations of the Parties related to these matters, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement cannot be changed or modified except in writing signed by both Parties.
- 22.2. The section numbers and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 22.3. This Agreement, together with each SOW, is to be interpreted as a single agreement so that all of the provisions are given as full effect as possible. If any term of the body of this Agreement directly conflicts with those of any SOW, the order of precedence is as follows (with items with a lower number having priority over, and controlling in the event of a conflict with, items having a higher number): (1) the SOW, including the Exhibits and other attachments incorporated therein (but only with respect to Services to be performed under such SOW); and (2) this Agreement.
- 22.4. Each Party to this Agreement represents and warrants to the other Party that this Agreement, when signed on behalf of a Party, constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, and that the individual signing this Agreement has authority to bind his or her corporate entity.

The parties have executed this Agreement by duly authorized representatives thereof.

Central State Water Resource, Inc.

By: *Aaron Silas*

Printed Name: *Aaron Silas*

Title: *Assistant Vice President*

Date: *4-10-2025*

GC Services Limited Partnership

By ORG GC GP Buyer, LLC, as general partner

By: *Mario Baddour*

Mario Baddour (08 April, 2025 21:29:54 UTC)

Printed Name: Mario Baddour

Title: CEO & President

Date: April 08, 2025



## Statement of Work No. 1

This Statement of Work No. 1 ("SOW"), dated April 1, 2025 ("SOW Effective Date"), is between CSWR, LLC, with offices at 1630 Des Peres Road, Suite 140, Saint Louis, MO 63131, United States, and its Affiliates ("Client"), and GC Services Limited Partnership, d/b/a IntelLogix, with offices at 1389 Center Drive, Suite 200, Park City, UT 84098, United States, and its Affiliates ("IntelLogix"). (Client and IntelLogix may be referred to each as a "Party" and collectively as the "Parties.") This SOW is made a part of the Master Services Agreement ("MSA"), dated March 10, 2025, previously executed by the Parties.

### 1. Description of Services & Obligations.

- 1.1. IntelLogix will provide the following services ("Services").
  - 1.1.1. Customer Care Calls. Inbound calls primarily related to billing and service requests. Service Provider may also perform special outbound calling campaigns as requested by Company from time to time.
  - 1.1.2. Handling customer inquiries via email. Email Support. Handling customer inquiries via email related to billing and service requests.
  - 1.1.3. Responsibilities also may include back-office management tasks such as start/stop forms, muni-link data scrubbing, will-serve letters, and after hours dispatch or service event notifications. Scope in each of the above categories may involve complexities such as payment plans, courtesy adjustments, invoice correction, leak forgiveness, claims forwarding, and other itemized categories. Back-office response times are expected to be completed within 24-hours of submission.
- 1.2. Services to be provided by IntelLogix personnel pursuant to this SOW shall be performed in accordance with and following Client's policies, procedures, and training. Notwithstanding the terms of the Agreement, IntelLogix shall not be required to defend or indemnify Client to the extent the alleged loss or claim arose out of IntelLogix's strict compliance with Client's policies, procedures, and training related to the Services.

### 2. Location & Hours of Services.

- 2.1. All Services specified in Section 1 of this SOW shall be performed from IntelLogix's work-from-home environment, or from additional facilities or locations mutually agreed upon by the Parties, including but not limited to work-from-home environments.
- 2.2. Unless otherwise agreed to by the Parties, IntelLogix's Service hours of operation shall be as follows:

Service	M-F	Saturday	Sunday
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Inbound Phone Support	7am - 7pm	7am - 7pm	7am - 7pm
Email Support	7am - 7pm	7am - 7pm	7am - 7pm
Emergency & After Hour Support	7pm - 7am	7pm - 7am	7pm - 7am
Holiday Coverage	7am - 7am	7am - 7am	7am - 7am

2.3. IntelLogix will provide full customer service operations, including inbound phone and email support, on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas. Emergency call handling will continue to be available during after-hours and holiday periods as required by the Client. Any modifications to holiday coverage must be mutually agreed upon by the Parties in writing.

### 3. **Staffing & Forecasting.**

3.1. IntelLogix will work closely with Client to develop the most accurate workload forecasts as possible. Open, real-time communication between both Parties will be critical. Forecasts will be created for a rolling 3-month basis, with the first month in each forecast being a 30 day locked forecast and the additional two months being advisory forecasts (collectively, the "3 Month Forecast").

3.1.1. IntelLogix will use the 3 Month Forecast to plan recruitment, selection, and training of its personnel.

3.1.2. Client will provide IntelLogix with each 3 Month Forecast no less than thirty (30) days in advance of the first day of the period to which the forecast applies. For example, on or around March 31, Client will provide IntelLogix with the 3 Month Forecast for May, June, and July, with May and June being locked and July being advisory.

3.1.2.1. If the workload projected in any of the months in the 3 Month Forecast reflects an increase or decrease in FTEs by 10% or less from the prior 3 Month Forecast, the forecast for the first 60 days shall be deemed locked and cannot be further revised unless mutually agreed to by the Parties in writing.

3.1.2.2. If the workload projected in any of the months in the 3 Month Forecast reflects an increase or decrease in FTEs by more than 10% as compared to the applicable prior 3 Month Forecast(s), then IntelLogix may: (i) accept the revised workload as stated in the respective 3 Month Forecast, at which time the first 60 days shall be deemed locked, and cannot be further revised unless

mutually agreed to by the Parties in writing; or (ii) notify Client within seven (7) days of receipt of the respective 3 Month Forecast that it does not accept the revised projected workload requirement, and the Parties shall mutually agree in writing on an agreeable revised requirement, after which the first 60 days shall be deemed locked and cannot be further revised unless mutually agreed to by the Parties in writing.

3.1.2.2.1.1. For the first two quarters of this engagement, CSWR may request InteLogix to staff a specific amount of FTE while the forecasting process is finalized for the long-term engagement. This is to allow InteLogix and CSWR to calibrate on FTE needs. This FTE request from CSWR may move up or down 10% as the standard lock agreement dictates, but may not immediately include a volume forecast. Volume forecasts would be expected for implementation on January 1, 2026.

3.2. InteLogix will be responsible for maintaining the appropriate level of staffing to support the Client's forecasted workload requirements during the hours of operation defined herein. InteLogix shall be responsible for setting work schedules for its agents and supervisors and will leverage InContact Workforce Management tools to optimize staffing, scheduling, and adherence. Staffing levels will be based on the Client's provided forecasts and adjusted as necessary to ensure the availability of resources to handle incoming volume effectively.

3.3. Unless the Parties mutually agree otherwise, InteLogix must provide one (1) supervisor providing oversight for every fifteen (15) agents.

#### 4. **Personnel.**

4.1. InteLogix shall be responsible for all of its employees, including:

4.1.1. Hiring;

4.1.2. Supervision and disciplinary procedures, including, without limitation, termination;

4.1.3. Payment of and accounting for all wages, salaries, benefits, workers compensation, unemployment compensation and other amounts due Service Provider's personnel as well as the withholding of taxes, FICA and FUTA; and

4.1.4. Employee management.

4.2. IntelLogix shall be responsible for recruiting, screening, and hiring agents and Supervisors. IntelLogix shall conduct pre-employment background checks at IntelLogix's sole cost and expense.

4.3. Client reserves the right to require IntelLogix's personnel to be removed from the program for good cause and upon prior notice to IntelLogix.

**5. Training, Policies & Procedures.**

5.1. Client will provide and remain the owner of all training materials.

5.2. IntelLogix will be responsible for ensuring its personnel complete all mandatory training by the required due date(s).

5.3. New hire training consists of 2 weeks of classroom training and 2 weeks of nesting.

5.4. Services to be provided by IntelLogix personnel pursuant to this SOW shall be performed in accordance with and following Client's policies and procedures. Client shall be responsible for maintaining, updating, and disseminating the current version of all applicable policies and procedures.

**6. Quality.**

6.1. IntelLogix will utilize LogixAssist for 100% automated QA reviews. Additionally, QA specialists will conduct spot-check audits to ensure compliance and adherence to quality standards. As part of a phased implementation, IntelLogix will deploy QA Copilot and Notetaker in Phase 1 to enhance call transcription, quality scoring, and compliance tracking. In Phase 2, IntelLogix may introduce real-time guidance and coaching tools to further improve agent performance, subject to mutual agreement between the Parties.

6.2. The Parties shall mutually agree upon a minimum QA/Quality score for IntelLogix personnel to achieve on a monthly basis.

**7. Asset Allocation & Obligations.**

7.1. Client will provide IntelLogix with limited access to Client's informational systems and databases which Client deems necessary to the provision of Services under this SOW. Such access by IntelLogix personnel shall be limited in use to the performance of the Services and shall be subject to the Confidentiality provisions in the Agreement.

7.2. Certain asset and other obligations of each party, including the costs thereof, are as specified below. To the extent that such list is deemed to exclude a required asset or other obligation, the corresponding party will execute and deliver such duties not specified below, or elsewhere in the SOW, to the extent that such duty is otherwise consistent with, or part of, or integral to such party's other obligations. The obligations of each party are as indicated below:

<b>Asset / Obligation</b>	<b>Responsibility</b>
<b>FACILITIES</b>	IntelLogix
Building facility including, utilities, HVAC, cabling, insurance and maintenance, as applicable	IntelLogix
Office furniture and fixtures including desks/workstations, copiers, printers, and insurance on IntelLogix-owned assets	IntelLogix
Computer room with equipment racks, UPS, environmental monitoring and fire suppression equipment	IntelLogix
<b>TELEPHONY</b>	IntelLogix
Long-distance, toll and usage charges	Client
Telephone system, including soft-phone client and licenses	IntelLogix
Router and Switch (Located in IntelLogix Facility)	IntelLogix
Internet connectivity	IntelLogix
Hosted Telephony System	IntelLogix
Headsets	IntelLogix
Voice Recording	IntelLogix
Screen Recording	IntelLogix
<b>INFORMATION TECHNOLOGY</b>	IntelLogix
Desktop PC, including maintenance and replacements	IntelLogix
Desktop PC software load, including Anti-virus and PC policies	IntelLogix
CRM/URL Whitelist	Client
Network Infrastructure	IntelLogix
Local Area Network Infrastructure	IntelLogix

Performance Reporting	IntelLogix
<b>Asset / Obligation</b>	<b>Responsibility</b>
Work Force Management	IntelLogix

8. **SOW Term & Termination.**

- 8.1. Unless otherwise agreed to by the Parties, the Term of this SOW shall run coterminously with the term of the MSA.
- 8.2. This SOW may be terminated in accordance with the provisions of the MSA.
- 8.3. If the MSA is terminated, this SOW shall automatically terminate upon the effective date of the termination of the MSA.

9. **Compensation for Services.**

- 9.1. IntelLogix shall be compensated for performing the Services required under this SOW on a Productive Hour basis.

9.1.1. Productive Hour.

**Productive Hour**

- 9.1.2. Productive Hour is defined as one hour of a IntelLogix employee being logged in and available to take a call or available to handle a non-phone based back-office function. With respect to phone-based Services, this includes talk time, hold time, after-call work and availability time. Productive Hour also includes training time as requested by Client. Per Productive Hour price applies to front line staff (i.e., agents and supervisors when working in the capacity of an agent).

- 9.2. IntelLogix shall be compensated the following rate for training.

9.2.1. Training Rate.

**Training Rate**

- 9.2.2. Training Rate is charged on an hourly basis per trainee. Trainees include all staff required to be trained on the product (agents, Supervisors, etc.). The Training Rate is billed for initial and seasonal ramp, growth, upskill and

process update training as requested by Client. Intelogix will bear all costs associated with training due to attrition. Ramp and growth includes forecasts for a month that exceeds the staffing plans required by the prior 3 Month Forecast for the applicable month, including specific skillsets.

- 9.3. An Overtime Rate equal to 140% of the Productive Hourly Rate shall be charged to the extent that Company requests and Intelogix provides additional staffing on an overtime basis (i.e., Intelogix employee works in excess of 40 time clock hours during the corresponding work week). Overtime hours at the inflated rate must be approved by CSWR in advance in writing.
- 9.4. If Client requests custom reporting or deliverables that deviate from Intelogix's standard reporting package or from the obligations in this SOW, Intelogix shall notify Client of the custom report(s) and the custom requirement(s) in the custom deliverable(s). Before Intelogix commences work on any custom request, the Parties shall agree to and execute a change order to this SOW specifying the (i) requirements for the custom report(s) or deliverable(s) and (ii) the agreed upon hourly rate Intelogix charges for professional services to build custom reports or custom deliverables.
- 9.5. Effective on each annual anniversary of the SOW Effective Date, the Productive Hour Rate and other applicable fees shall be subject to a Cost of Living Adjustment (COLA) based on the U.S. Bureau of Labor Statistics Consumer Price Index (CPIU). The COLA increase shall be capped at 3% per year unless otherwise agreed upon by both Parties in writing. In the event of a negative CPI change, rates will remain unchanged. Intelogix shall provide at least 30 days' written notice prior to implementing any COLA adjustments.
- 9.6. After 90 days of service delivery, CSWR and Intelogix will partner together to determine appropriate KPI performance SLA's, and performance incentive potential. This will be in the form of an amendment, mutually agreed upon by both parties after the 90day base data collection is complete.

**10. Compensation for Services.**

- 10.1. Intelogix will support telephony services through RingCentral InContact, ensuring seamless inbound and outbound call handling, workforce management integration, and quality monitoring. The telephony system includes IVR functionality, call routing, voice recording, and reporting tools, enabling efficient customer interactions.

**10.2. Passthrough Pricing**

The following services and technology costs are pass-through expenses and will be billed based on actual usage:

Item Description	Rate	Unit
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CCaaS Set-Up Fee		One-time cost (CCaaS, IVR, PostCall Survey)
CCaaS Additional Trunks		Per Agent Per Month
CCaaS Usage Rates		Per Minute (Bundled Commitment Required)
IVR Usage Rates		Per Minute (Bundled Commitment Required)
CCaaS Wokforce Management Integration		Per Agent Per Month
Thetalake Screen + Audio Recording Storage		Per User Per Month (rolling 12 months of storage)
Additional IVR Development		Per Hour
Training Development		Per Hour

### 10.3. Additional Considerations

IVR & Speech-Enabled Call Flows: Standard IVR functionality is included at the base rate of [REDACTED] per minute. Any speech-enabled IVR requiring AI-driven call handling will incur an additional charge of [REDACTED] per minute, billed as a passthrough cost.

AI-Powered Call Transcription & QA: LogixAssist's AI-powered QA and transcription services are included in the bundled pricing, providing 100% automated QA scoring and real-time performance tracking. Workforce Management & Reporting: InteLogix will leverage RingCentral InContact WFM tools for real-time staffing adjustments, adherence tracking, and service optimization.

The parties have executed this SOW by duly authorized representatives thereof.

Central State Water Resource, Inc.

GC Services Limited Partnership

BY ORG GC GP Buyer, LLC, as general partner

By: *Aaron Silos*

By:

*Mario Baddour*

Mario Baddour / 29 March, 2025 02:43 UTC

Printed Name: *Aaron Silos*

Printed Name: Mario Baddour

Title: *Assistant Vice President*

Title: CEO & President

Date: *4-10-2025*

Date: March 29, 2025