

Stephen B. Nelson, LLC d/b/a Clearwater Recovery

175 Spring Street Rockland, Massachusetts 02370

Tel: 781-878-3849

Fax: 781-871-4918

OPERATIONS CONTRACT

Agreement is made this day, August 17, 2026 by and between:

Laura Albro (Owner)
504 Norfolk St
Holliston, MA 01746

and

Stephen B. Nelson, LLC d/b/a Clearwater Recovery (Operator)
175 Spring Street
Rockland, Massachusetts 02370
781-878-3849.

Agree as follows:

1. Term: For a period of 1 Year from this date, the Operator shall operate and maintain the Fast on-site wastewater treatment system located at:

24 Washington St (Property)
Mendon, MA 01756

2. Operator's Obligations: Operator shall perform regularly scheduled maintenance and preventive maintenance in accordance with the factory service manual as follows:

Item	O/M required
A. Primary Compartment	General Inspection twice per year, inspect depth of sludge and scum layer annually, recommend pumping, when necessary.
B. Fast Media System	Inspect Media twice per year.
C. Blower System	Inspect for proper operation
D. Controls	Check for proper operation
E. Effluent Pump (if installed)	Inspect twice per year.
F. Effluent Quality	Inspect for clarity, suspended solids and odor.

Documented effluent field testing is required by Mass DEP, as follows:

pH (limit = between 6 and 9 standard units)

Turbidity (limit = 40NTU)

Dissolved Oxygen (limit = not less than 2.0 mg/l)

If the effluent does not pass all of the field tests, then a sample must be collected for laboratory analysis. Operator must conduct a follow-up inspection and field testing within 60 days.

If follow-up inspection, laboratory analysis, and field testing indicate failure to meet effluent limits, a full evaluation shall be conducted within 30 days and a report will be submitted to the local approving authority. The evaluation report shall include necessary laboratory testing, details of the problem and recommendations for system repairs. The DEP field testing policy is valid only for single family home with design flows less than 2000 gallons per day in situations where nitrogen reduction is not required. The local approving authority may approve additional requirements. A notification will be sent in the form of an invoice.

For I/A systems approved under Remedial Use, field testing is required once per year.

Operator shall submit an operational report to Owner and to the Board of Health. Operator shall submit a

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summary report of system performance to the Massachusetts Department of Environmental Protection, as required by law. The report shall include an operation and maintenance summary and analysis of water quality sampling.

3. System Alarm or System Failure: If a system alarm occurs or if the system fails, Owner shall immediately notify Operator within 24 hours. Operator will investigate appropriate corrective actions and discuss with owner before implementing a corrective plan.

4. Fees: Fees are listed as follows:

Regular operation and maintenance, as outlined in

Section 2 (A through F), above - \$240.00 per activity*

Effluent field sampling and reporting as required included

Effluent sampling and laboratory testing (if required) - \$234.00 per activity*

Corrective actions by Operator - \$112.00 per hour*

(plus cost of parts, materials, subcontractors)

*Prices may change with a 60-day notice

No corrective maintenance shall be conducted without prior notice and authorization by Owner. Corrective maintenance or extraordinary repair work may be arranged at costs to be determined by mutual written agreement of both parties to this contract.

5. Payment Due upon Receipt of Invoice: Invoices shall be provided to Owner at service intervals by Operator. Owner agrees to pay all invoices upon receipt. Unpaid invoices shall bear interest at the rate of 1.5% per month after thirty (30) days. Owner agrees to pay all cost of collection incurred by Operator for unpaid invoices including but not limited to reasonable attorney's fees and costs of litigation and collection. This obligation shall survive the termination of this Agreement.

6. Assignment by Operator: The parties expressly agree that the Operator may not assign its rights and obligations under this Agreement without written consent of Owner.

7. Assignment by Owner: At time of sale of the property, all rights and obligations under this Agreement are terminated provided the seller notifies Operator in writing.

8. Indemnification: Owner shall indemnify, defend, save and hold harmless Operator, its officers, agents members, directors, agents, employees, and attorneys from any claim, injury, damage, demand or action arising out of Owner's breach of this Agreement and/or its ownership and/or control of the Property.

9. Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereto and supercedes all prior oral or written agreements and understandings relating to the matter hereto. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

10. Amendment: The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.

11. Waiver: Operator's nor Owners action in not enforcing a breach of any part of this Agreement shall not prevent it from enforcing its rights as to any other breaches of this Agreement that Operator or Owner later discovers.

12. Binding upon Successors: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

13. Choice of Law/Choice of Forum/Consent to Jurisdiction, etc.: If any dispute arises between the parties herein they agree that the disputes shall be resolved in the Courts and under the jurisdiction of the Commonwealth of Massachusetts.

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14. Severability: The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, so long as it can be carried out as contemplated by the parties, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Captions: The headings and captions of the various subdivisions of this Agreement are for the convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereto.

16. Equal Participation in Preparing this Agreement: The parties expressly agree that they participated equally in the crafting of this Agreement and hereby stipulate and agree that any ambiguity found in the document shall not be construed against one party and in favor of another.

17. Renewal: The term of this Agreement shall commence on August 17, 2026 and shall terminate on August 17, 2027.

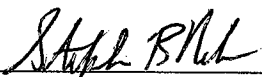
18. Survival of Termination: All rights and obligations of the parties that came into effect before this Agreement was terminated shall survive its termination.

19. THE PARTIES HERETO EXPRESSLY STATE AND AGREE THAT THEY HAVE HAD A REASONABLE PERIOD SUFFICIENT TO STUDY, UNDERSTAND AND CONSIDER THIS AGREEMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF HIS CHOICE, THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS, THAT THEY ARE ENTERING INTO AND SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND THAT IN DOING SO THEY ARE NOT RELYING UPON ANY STATEMENTS OR REPRESENTATIONS BY OPERATOR OR ITS AGENTS.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

OPERATOR

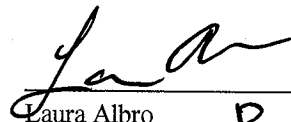
Stephen B. Nelson, LLC d/b/a Clearwater Recovery



Stephen B. Nelson, member

Duly Authorized

OWNER



Laura Albro

Duly Authorized

as trustee of the
Barbara J Swan
trust

Copy to BOH