

**CONTRACT PROPOSAL**

**FOR**

**WASTEWATER AND DRINKING WATER SYSTEM  
MANAGEMENT SERVICES**

**PROVIDED TO**

**NORTHPORT VILLAGE CORPORATION  
("NVC")  
813 SHORE ROAD  
NORTHPORT MAINE 04849**

**1/8/2023**

**WATER QUALITY & COMPLIANCE SERVICES INC.  
("WQCSI")**

**47 Gardiner Road  
Wiscasset, Maine 04578**

## **GENERAL INFORMATION**

### **Employees of Water Quality and Compliance Services & Certification Status**

**Charles Applebee**

State of Maine Wastewater Operator Grade V

**DALE CLARK**

State of Maine Wastewater Operator Grade V

**ANTHONY SOUCY**

State of Maine Wastewater Operator Grade IV

### **MULTIPLE OTHER CERTIFIED - Wastewater Staff**

### **Physical Location(s) of Water/Wastewater Facility**

Wastewater Boat Landing and Waterfront

Drinking Water provided by Belfast Water District Route One Interconnect

### **Systems**

MPDES 100901 - Wastewater Treatment, Pump Stations and Collection Systems

ME0100901 – Northport Village Corporation water system

This agreement (“Agreement” or “Contract”) shall be between Water Quality and Compliance Services, Inc. with offices at 47 Gardiner Road Wiscasset, Maine 04578, and Northport Village Corporation, with offices at 813 Shore Road, Northport, Maine 04849. The start date of this Agreement shall be 1/15/2023 and the term of this Agreement shall be one (1) year). It will be renewed automatically unless either party provides written notice to terminate the contract 60 days prior to the first of the year.

Water Quality & Compliance Services Inc. reserves the right to terminate this contract immediately should NVC or their representatives decide not implement all operating and maintenance recommendations made by Water Quality and Compliance Services Inc. in regard to complying with USEPA, Maine Drinking Water Program and Maine Department of Environmental Protection rules and regulations.

Either party may terminate this Contract with a sixty (60) day written notice based on failure to fulfill their obligations under this contract. Modifications to this Contract may be made upon mutual written consent of both parties.

The provisions of the section labeled **Title** and **Indemnification** of this Agreement will survive the termination of this Agreement without regard to the reason for termination.

#### **DEFINITIONS:**

The following terms are defined as:

MOR: Monthly Operating Report if required by the Maine Drinking Water Program (Drinking Water)

CCR: Annual Consumer Confidence Report if required by the Maine Drinking Water Program,

NETDMR: EPA’s Wastewater online monthly Discharge Monitor Report

DIR: Wastewater – Discharge Incident Report

MDEP: Maine Department of Environmental Protection

#### **SERVICES TO BE PROVIDED**

The purpose of this Agreement is for WQCSI to provide managerial oversight, employee supervision, and management of all aspects of the NVC Drinking Water and Wastewater Systems including corresponding and reporting to the Maine Dept. of Environmental Protection and EPA as needed to operate the NVC Wastewater System and Drinking Water System within compliance requirements. The goal of this Agreement is to ensure that proper management is provided, ensure that operations and maintenance are in a manner that are compliant with all federal, state

and local laws, as amended from time to time.

***Water Quality & Compliance Services Inc - Services to be provided:***

Through its employees and or subcontractors WQCSI will provide the following services:

1. **Provide general oversight** and act as the operator of the NVC Wastewater Treatment System and Drinking Water System.
  - a. General oversight of the NVC wastewater treatment plant as required by this agreement (and any additional tasks as approved by the NVC Utilities Chair)
  - b. Visit the facility at least once (1) week to inspect the wastewater treatment system and pump stations maintained by NVC and discuss all irregularities with the NVC or designated NVC personnel.
  - c. A written report will be submitted at least monthly.
  - d. Talk with NVC personnel as needed to discuss operational problems and be available by phone or when necessary be on site in the event of an emergency to direct work and solve System problems.
  - e. Oversee and ensure the sampling by NVC staff and testing of NVC effluent for BOD and TSS once weekly, fecal coliform weekly, and enterococci weekly from April 15 to October 31 to determine permit compliance.
  - f. Oversee sampling for drinking water by NVC staff
  - g. All samples will be transported by NVC staff or coordinated with WQCSI for transport
  - h. When needed, determine sludge and scum levels in the septic tanks and advise NVC which tanks need to be pumped pursuant to requirements of its discharge permit.
  - i. Review the O&M manual annually (O&M manual has been updated prior to 1/15/23 by the current operator) and make changes as needed and prepare monthly reports required by the regulatory agencies and submit copies to NVC.
  - j. It is understood that the Operations and Maintenance Manual will be up to date as of 1/15/22.
  - k. Assist NVC with any operational information necessary to file to renew its MEPDES permit when needed.
  - l. Represent the NVC to outside agencies such as the Maine Dept. of Environmental Protection, EPA, MDWP and others as needed
  - m. Operate as the designated signature for the NVC for reporting purposes such as NETDMR, etc.
  - n. Attend either physically or virtually, oversee and coordinate meetings as per the obligations of this agreement in order to properly operate the treatment plant and report to the NVC Utility Committee Trustees
2. **Support of NVC Staff**
  - a. All NVC wastewater staff will report to WQCSI
  - b. NVC will support, encourage and work with staff to excel in the drinking water and wastewater field
  - c. WQCSI will ensure that compliance testing and sampling are conducted

d. Make process recommendations and adjustments on plant operations

**3. Reports**

- a. Complete NETDMR and other documents required of the NVC regarding the wastewater plant and submit to MDEP and NVC
- B. Manage Monthly water MOR's and annual CCR
- C. Provide NVC with access to all testing data, and other reports in electronic form on a monthly basis (this will be provided monthly along with the monthly invoice)

**4. Plant Review**

- a. Review plant operations
- b. Make operational control recommendations
- c. Complete and submit monthly NETDMR, and needed attachments

**5. Contact Information**

- a. WQCSI will provide contact information (including phone numbers and email addresses) for immediate WQCSI staff assigned to provides services under this Agreement.

**6. Chain of Command**

- a. All day-to-day decisions will be made through WQCSI. including process control
- b. Current NVC employees will continue to provide support under the direction of WQCSI in operations and maintenance
- c. Current NVC employees will remain employed by NVC and will maintain emergency after hour response to emergency calls.
- d. Field lab work will be conducted under the direction of WQCSI
- e. Record keeping including MOR, CCRs, NETDMR and any needed DIR's will be completed under the supervision of WQCSI Inc.
- f. Onsite operations will be conducted by the existing NVC staff under the direction of WQCSI and WQCSI staff as needed
- g. Final operational decisions are the responsibility of WQCSI and NVC staff will consult with WQCSI prior to any operational changes
- h. Any documents including operational documents such as SOP's lab procedures will be reviewed and changed as necessary only under the direction of WQCSI
- i. Process Control decisions are under the control of WQCSI
- j. *Human resources related personnel issues will be handled by NVC's Personnel Committee. WQCSI's Personnel Committee contact for HR matters will be the Chair of the NVC's Personnel Committee.*

**7. Other Tasks**

- a. Attend needed meetings at mutually agreed to times when required in order to fulfill obligations under this Agreement, and as required by and assigned by the NVC board and Utilities Committee
- b. Virtually attend monthly NVC Utilities Committee meeting
- c. When needed work with the NVC staff to move authorized projects forward
- d. Oversee staff taking Drinking Water Sampling and Testing as required by the MDWP Annual Test Sheets and twice per week Free Cl2 residuals

***NORTHPORT VILLAGE CORPORATION obligations***

Being the responsible party(ies) (owner) for the Drinking Water and Wastewater Systems and

Facilities, NVC will commit the necessary manpower, funding and encouragement to meet the goals of this Agreement as outlined in “Services to be Provided” section of this Agreement; and to meet or exceed compliance with all state, federal and local regulations as amended from time to time including the list below.

**NVC will:**

1. Notify, direct and support all drinking water and wastewater management activities through WQCSI
2. Work in concert with WQCSI to maintain compliance with all State and Federal Regulations
3. Support all efforts to achieve and maintain compliance in cost effective manners
4. Make arrangements for payment for services provided by WQCSI on a monthly basis
5. Maintain treatment systems and the collection system
6. Support needed safety training and professional development training for the staff, which may include safety training and or operator training

**Assumptions:**

1. Contract assumes current NVC staff remains in place.
2. Contract assumes WQCSI will be needed 8-12 hrs per week.
3. Email approval between WQCSI and the NVC Utilities Committee Chair is considered “Approved in advance in writing” by NVC

**COMPENSATION**

The regular once per week drinking water and wastewater treatment visits, including routine Drinking Water, Wastewater Treatment Plant and Collection System Operations, as well as any other work required by NVC and for WQCSI to fulfill its obligations under this Agreement will be capped at a billable rate of \$85 per hour for 2023 (the actual hourly rates charged will be as defined in the rates sheet Attached in Schedule A, broken down by classification, not to exceed \$85/hour) plus the federal mileage rate, and expenses approved in writing in advance by the NVC Utilities Committee Chair (including lodging and meals).

Invoices will be submitted by WQCSI to NVC in arrears for the prior month no later than the 10<sup>th</sup> of the following month (e.g. an invoice for March 2023 would be sent no later than April 10, 2023). Each invoice will include line-items for work performed broken down by system separately (e.g. Wastewater System vs. Drinking Water System).

Invoices for services are due upon receipt by the client or their representative, agent or employees. All outstanding balances in excess of forty five days of the date of the invoice shall be charged a finance charge of 1.5% per month.

NVC will compensate WQCSI for all costs and legal fees incurred by WQCSI in the collection of any compensation and / or interest owed under this contract.

The monthly compensation due by NVC to WQCSI shall not exceed \$5400 unless approved in advance in writing by the Chair of the NVC Utilities Committee.

## **INSURANCE**

During the term of this Agreement, WQCSI shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage:

- (a) Commercial General Liability for bodily injury and property damage including blanket contractual liability coverage, with limits of not less than \$1,000,000.
- (b) Workers' compensation insurance as required by applicable laws, including a waiver of subrogation with limits of not less than \$1,000,000.
- (c) Professional Errors and Omissions Insurance with a combined single limit of no less than \$1,000,000.
- (d) Automobile liability insurance with limits of not less than \$1,000,000.
- (e) Umbrella Liability with limits not less than \$2,000,000.

WQCSI will name NVC, its officers, employees and agents as additional insured under all policies. All policies of insurance must be underwritten by insurers rated A- or better by A.M. Best and licensed to do business in the State of Maine. All policies will be primary and non-contributory and will waive all rights of subrogation against NVC, its affiliates and its insurers. WQCSI shall provide NVC with an unqualified thirty (30) days written notice of cancellation or material change in terms or conditions. Concurrently with execution of this agreement, WQCSI will deliver to NVC a Certificate(s) of Insurance ("COI") that complies with the above requirements, concurrent with the delivery of the Agreement and shall deliver renewal Certificates as and when issued throughout the term of the Agreement. Copy of current COI attached below.

## **TITLE**

Title to all drinking water and wastewater equipment shall remain with the NVC. System Maintenance, System Upgrades, and all costs of operation, breakdown and repair will be at the expense of the NVC.

All contaminants requiring treatment will be the responsibility of the NVC.

## **INDEMNIFICATION**

WQCSI agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless the NVC, any shareholders, officers, directors, and employees from and against any and all loss, suit, damages, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from the WQCSI handling of the water treatment system, treatment chemicals/equipment, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful

misconduct of the WQCSI or the WQCSI breach of the terms and conditions of this Agreement.

NVC, hereby agrees for itself, its successors, and assigns, to indemnify and hold harmless WQCSI, its shareholders, officers, directors, and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of, or damage to, property, including the NVC's property, and injuries to, or death of persons, including WQCSI employees, to the extent caused by, or resulting, from, NVC's (i) negligence or willful misconduct; or (ii) any other breach of the conditions of this Agreement.

**TRANSFERABILITY**

This agreement is transferable to the successors and / or assigns of Water Quality & Compliance Services Inc.

***ENTIRE AGREEMENT***

This agreement constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understanding, and agreements, either written or oral, with respect to the subject matter hereof.

This agreement will not be effective unless in writing and signed by both parties. Executed as of the day and year last written below.

**Water Quality & Compliance Services Inc.**

**Northport Village Corporation**

**By:** \_\_\_\_\_  
*(signature)*

**By:** \_\_\_\_\_  
*(signature)*

**Name:** \_\_\_\_\_  
*(print)*

**Name:** \_\_\_\_\_  
*(print)*

**Title:** \_\_\_\_\_  
*(print)*

**Title:** \_\_\_\_\_  
*(print)*

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE A**

**Rate Card by Classification for 2023**

Wastewater and Drinking Water Technical Services By Licensed Staff (this includes all technical document review etc. by licensed staff) \$85 per hour

Administrative Work at WQCSI Location By Office Staff \$50 per hour

Office Supplies billed, as necessary.