CONTRACT PROPOSAL

FOR

WASTEWATER SYSTEM MANAGEMENT SERVICES

PROVIDED TO

MR. GLENN MICHALOWSKI
TOWN OF LISBON (TOL)
300 LISBON STREET
LISBON ME 04250

2/13/2025

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

Chris Higgins

State of Maine Wastewater Operator Grade V

Dale Clark

State of Maine Wastewater Operator Grade V

Nick Archer

State of Maine Wastewater Operator Grade V

MULTIPLE OTHER CERTIFIED - Wastewater Staff

Physical Location(s) of Water/Wastewater Facility

3 Summer Street, Lisbon Falls Me 04250

Systems

Wastewater Treatment, Pump Stations and Collection Systems

TERM

The start date of this agreement begins upon execution of this contract and will be remain in force until either party gives a 30 day notice to discontinue.

The Town of Lisbon and Water Quality Compliance Services Inc. will agree on a mutual start date.

The TOWN OF LISBONWWTF (TOL WWTF) authorizes this contract based on a monthly or more basis beginning on the contract signing date.

Water Quality & Compliance Services Inc. reserves the right to terminate this contract

immediately should the TOWN OF LISBON WWTF (TOL WWTF) or their representatives decide not implement all operating and maintenance recommendations made by Water Quality and Compliance Services Inc. that regard to complying with USEPA and Maine Department of Environmental Protection rules and regulations.

Either party may terminate this contract with a 30 day notice.

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.

SERVICES TO BE PROVIDED

The purpose of this work is to provide signature authority, managerial oversight, employee supervision, management of all aspects of the (TOL WWTF) wastewater system including corresponding and reporting to the Maine Dept. of Environmental Protection and EPA as needed to operate the (TOL WWTF) Wastewater System within compliance requirements. The goal of this work 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 (WQCS) Services to be provided

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

1. **Provide general oversight** and act as the ***superintendent*** of the (TOL WWTF) Treatment System.
    a. Report directly to the City Manager.
    b. Act as the signatory regarding NETDMR and MDEP, EPA.
    c. The collection piping and pump stations.
    d. Provide general oversight of the (TOL WWTF) treatment plant as needed.
    e. Visit the facility at least as required and determined to supervise staff, maintain compliance, inspect the wastewater treatment system and pump stations maintained by (TOL WWTF) and discuss all irregularities with (TOL WWTF) personnel.
    f. Talk with employees as needed to discuss operational problems and be available by phone or when necessary be on site in the event of an emergency.
    g. Review the O&M manual annually and prepare monthly reports required by the regulatory agencies and submit copies to (TOL WWTF).
    h. It is understood that the Operations and Maintenance Manual will be up to date as upon contract signing.
    i. Assist (TOL WWTF) with any operational information necessary to file to renew its MEPDES permit.
    j. Represent the (TOL WWTF) to outside agencies such as the Maine Dept. of

Environmental Protection, EPA and others as needed

k. Operate as the designated signature for the (TOL WWTF) for reporting purposes such as NETDMR etc.
l. Attend either physically or virtual, oversee and coordinate needed meetings as needed to properly operate the treatment plant

2. **Staff Support**
   a. All (TOL WWTF) wastewater staff will report to the WQCSI
   b. (TOL WWTF) will support, encourage and work with staff to excel in the wastewater field
   c. Ensure that compliance testing and sampling are conducted
   d. Make process adjustments on plant operations as needed

3. Reports
   a. Complete NETDMR and other documents required of the (TOL WWTF) regarding the wastewater plant and submit to MDEP and (TOL WWTF)

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. Will provide a phone numbers for immediate needs.

6. Chain of Command
   a. All day to day wastewater decisions will be made through Water Quality & Compliance Inc. including process control
   b. Current employees will continue to provide support under the direction of Water Quality & Compliance Services Inc. in plant operations and maintenance
   c. Current employees will remain as employees of the (TOL WWTF) and will maintain emergency after hour response to emergency calls.
   d. Lab work will be conducted under the direction of Water Quality & Compliance Services Inc.
   e. Record keeping including, NETDMR and any needed DIR's will be completed under the supervision of Water Quality & Compliance Services Inc.
   f. Onsite operations will be conducted by the existing (TOL WWTF) Staff under the direction of Water Quality & Compliance Services Inc. supplemented by Water Quality & Compliance Services Staff as needed.
   g. Final operational decisions are the responsibility of Water Quality & Compliance Services Inc. and (TOL WWTF) Staff will consult with Water Quality & Compliance Services 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 Water Quality & Compliance Services Inc.
   i. Process Control decisions are under the control of Water Quality & Compliance Services Inc.
   j. Personnel issues will be handled by (TOL WWTF) City Manager upon recommendation of WQCSI.

7. **Other Tasks**
    a. Attend Needed Meetings as required
    b. As required by and assigned by the (TOL WWTF) City Manager
    c. When needed work with the (TOL WWTF) engineers to move authorized projects forward.

TOWN OF LISBON WWTF (TOL WWTF)

Being the responsible party(ies) (owner) for the Wastewater Facilities will commit the necessary manpower, funding and encouragement to meet the goals of this agreement as outlined in "Services to be Provided"; and to meet or exceed compliance with all state, federal and local regulations as amended from time to time including the list below.

1. Notify, direct and support all wastewater management activities through Water Quality and Compliance Services Inc.
2. Maintain compliance with all State and Federal Regulations.
3. Support all efforts to achieve and maintain compliance in cost affective manners.
4. Make arrangements for payment for services provided by Water Quality & Compliance Services Inc.
5. Maintain all treatment systems and the collection system.
6. Support needed safety training and professional development training for the staff, may include safety training and or operator training as mutually agreed to with the (TOL WWTF) and the City Manager.

COMPENSATION

The regular wastewater treatment Superintendent services/duties including NETDMR monthly reporting will be charged at $100 dollars per hour, including travel time, plus the federal mileage rate and any expenses.

A monthly minimum of $1500 dollars will apply for signatory responsibilities. ***Only in the case of hours that are not greater than $1500 total and signatory is required.***

Any additional services approved by (TOL WWTF) **will** be compensated at the hourly rate of $100 dollars per hour plus the federal mileage rate and expenses to include mileage, travel time, time on site, time on behave of (TOL WWTF) offsite, lodging and meals if needed etc.

Other service, materials and supplies will be billed to (TOL WWTF).

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

(TOL WWTF) will compensate Water Quality & Compliance Services for all costs and legal fees incurred by Water Quality & Compliance Services in the collection of any compensation

and / or interest owed under this contract.

INSURANCE

See bid copy attached

TITLE

Title to all wastewater equipment shall remain with the (TOL WWTF). System Maintenance, System Upgrades, and all costs of operation, breakdown and repair will be at the expense of the (TOL WWTF).

All contaminants requiring treatment will be the responsibility of the (TOL WWTF).

INDEMNIFICATION

Water Quality & Compliance Services agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless the ((TOL WWTF)), 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 Water Quality & Compliance Services 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 Water Quality & Compliance Services or the Water Quality & Compliance Services breach of the terms and conditions of this Agreement.

((TOL WWTF)), hereby agrees for itself, its successors, and assigns, to indemnify and hold harmless Water Quality & Compliance Services, 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 Water System's property, and injuries to, or death of persons, including Water Quality & Compliance Services employees, to the extent caused by, or resulting, from, the Water System'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. **Town of Lisbon**

By:_____ **By:**_____
signature **signature**

Name_____ **By:**_____
print **Print**

Title_____ **By:**_____
print **Print**

Date:_____ Date:_____