

RESOLUTION 2016-10 Approved: August 2, 2016

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH MGD WATER SOLUTIONS TO PROVIDE A LICENSED WATER AND WASTE WATER TREATMENT PLANT OPERATOR TO THE VILLAGE OF MAPLE PARK.

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, Village has determined that it is to its advantage and best interest of the Village to avail itself of the services of MGD Water Solutions in connection with its Water and Waste Water Treatment Plant; and,

WHEREAS, MGD Water Solutions., is desirous of performing these services for the Village; and,

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

- Section 1.** MGD Water Solutions is a subsidiary of Lintech Engineering, Inc.
- Section 2.** MGD Water Solutions shall perform the necessary labor as required for the property operation of the well and water treatment plant system and wastewater treatment plant located in the Village of Maple Park as set forth in the attached agreement.
- Section 2.** The Village of Maple Park has the authority to retain professional consultants for various services, but not limited to accounting services.
- Section 3.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on August 2, 2016.

Ayes: Dalton, Higgins, Harris, Borg, Dries, Goucher

Nays: None.

Absent: None.

(SEAL)



ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk

Kathleen Curtis
Kathleen Curtis, Village President

SERVICE AGREEMENT

THIS AGREEMENT IS MADE ON AUGUST 2ND, 2016 BETWEEN THE VILLAGE OF MAPLE PARK REFERRED TO AS "OWNER" AND LINTECH ENGINEERING, INC. DBA "MGD WATER SOLUTIONS", 2413 W. ALGONQUIN RD, #502, ALGONQUIN, IL 60102, REFERRED TO AS "MGD".

In consideration of the mutual covenant contained herein, the OWNER and MGD agree as follows:

1. MGD shall perform the necessary labor as required for the proper operation of the well and water treatment plant system and the wastewater treatment plant located at the Village of Maple Park set forth below:
 - a. Provide a licensed and experienced operator on a part-time basis to operate the Village water treatment plant (WTP), wastewater treatment plant (WWTP) and lift station.
 - b. Record meter readings and equipment run times for the WWTP and lift station.
 - c. Record pumpage readings and chemical levels at the WTP as necessary.
 - d. Collect all wastewater samples as required by IEPA and submit them to a certified laboratory for analysis.
 - e. Operate and monitor the chemical feed systems on a weekly basis or as needed.
 - f. Operate and monitor the backwash process for the ion exchange softeners.
 - g. Assist the Village in hydrant flushing.
 - h. Provide backup for water meter replacements as needed.
 - i. Perform general maintenance and repairs as needed.
 - j. Respond to emergency call outs from the alarm dialer system.
 - k. Complete and submit the monthly water report to IEPA.
 - l. Prepare and submit the monthly discharge monitoring report (DMR) for the WWTP to IEPA.
 - m. Prepare the Consumer Confidence Report for issuance by the Village.
 - n. Perform the duties of Certified Operator as required by IEPA.
 - o. Respond to emergency call outs as needed.
 - p. Review all IEPA correspondence received by the Village.
 - q. Email the Village a monthly report of operational duties and tasks performed.
 - r. Provide all sampling and monitoring of the water treatment plant including monthly coliform sampling, fluoride, nitrate/nitrite, VOCs, SOCs, lead and copper sampling, and radionuclide sampling as required by IEPA.
 - s. Collect all samples and deliver to a certified laboratory for testing.
 - t. Collect and resample as needed.
 - u. Issue boil order warnings if needed.
 - v. Provide all testing reagents recommended for testing.
 - w. Provide chlorine residual testing when on site.
 - x. Provide daily or remote check in to the facilities from Monday to Friday.
 - y. Provide chlorine residual testing when on site.

*Village will be responsible for daily chlorine residual testing on Saturday and Sunday.

2. The term of this AGREEMENT shall be automatically extended for consecutive one-year periods, unless either party notifies the other party in writing of termination not less than thirty (30) days prior to the anniversary date of the commencement of the original agreement.
3. MGD shall be reimbursed as follows:
 - A. \$2,500 labor fee per month.
 - B. \$50.00 per hour for emergency call outs.
 - C. 10% surcharge for any miscellaneous expenses and purchases made for the OWNER.
 - D. 10% over cost for required analytical water tests if not paid directly by the OWNER.
 - E. A yearly 3% labor fee increase from the anniversary date of this AGREEMENT.
 - F. MGD shall submit invoices to the OWNER every thirty (30) days.
3. The OWNER shall be responsible as follows:
 - A. Provide MGD with all correspondence with IEPA and historical operating reports.
 - B. Provide funds for the proper operation of the water system.
 - C. The maintenance of all physical structures associated with the Water and Wastewater Systems.
 - D. The issuance of any public notices that may be required by the Illinois EPA including but not limited to boil orders, maximum contamination level violations, and informational notices.
 - E. The OWNER shall be responsible for maintaining a certified public water supply contract in good standing with the Illinois EPA.
 - F. The OWNER shall hold MGD harmless from all legal liability that may be there result of operations at the Village of Maple Park Water and Wastewater Treatment Plants past or present.
 - G. All payments shall be made by the OWNER to MGD within thirty (30) days of invoice.
4. This AGREEMENT may be terminated without cause by either party upon thirty (30) days written notice. Either party may terminate this AGREEMENT upon the default of the other party. All notices are to be personally handed to the party being notified or sent by registered or certified mail.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT THE 2nd DAY
OF AUGUST 2016.

MGD WATER SOLUTIONS

VILLAGE OF MAPLE PARK



JEREMY C. LIN
PRESIDENT

Kathleen Curtis
KATHLEEN CURTIS
VILLAGE PRESIDENT