

**RESOLUTION 2022-09 Approved: 4-5-22**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A SERVICE AGREEMENT AND AN IEPA CERTIFIED WATER SYSTEM OPERATOR CONTRACT WITH MGD WATER SOLUTIONS TO PROVIDE A LICENSED AND CERTIFIED WATER SYSTEM AND WASTEWATER 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**, the 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 Wastewater 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:

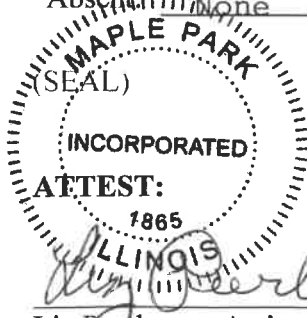
- Section 1.** MGD Water Solutions is a subsidiary of Lintech Engineering, Inc.
- Section 2.** MGD Water Solutions shall perform the necessary labor as required for the property operation of the well and water treatment plant system and wastewater treatment plant located in the Village of Maple Park 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 water and wastewater treatment plant 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 4-5-22.

Ayes: Speare, Ward, Groezinger, Peloso, Rebone, Simon

Nays: None.

Absent: None



Liz Reerboom, Acting Village Clerk

Suzanne Fahnestock  
Suzanne Fahnestock, Village President

## **SERVICE AGREEMENT**

THIS AGREEMENT IS MADE ON APRIL 1, 2022 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. Review all IEPA correspondence received by the Village.
  - p. 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.
  - q. Collect all samples and deliver to a certified laboratory for testing.
  - r. Collect and resample as needed.
  - s. Issue boil order warnings if needed.
  - t. Provide the Village with a Certificate of Insurance, with the CG 2026 0413 Endorsement from an insurance company with an A or higher rating from AM Best and with a minimal amount of insurance as follows, except no restrictions on occurrent limits will be permitted:

General Liability	\$5,000,000
Auto Liability	\$1,000,000
Excess/Umbrella Liability	\$4,000,000
Workers Comp. at Employers Liability	\$500,000/500,000/500,000

2. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the Village of Maple Park, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Maple Park, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anywise result, except that arising out of the sole legal cause of the Village of Maple Park, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Maple Park, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Maple Park, its officials, agents, and employees.

Contractor agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Maple Park, may be retained by the Village of Maple Park to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Maple Park.

3. The term of this AGREEMENT shall be in effect until March 31, 2025 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.
4. MGD shall be reimbursed as follows:
- a. 2022-2023 Fiscal Year - \$2,500 labor fee per month  
2023-2024 Fiscal Year - \$2,600 labor fee per month  
2024-2025 Fiscal Year - \$2,700 labor fee per month
  - b. \$65.00 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. 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 from 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 the 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.

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 1ST DAY OF APRIL 2022.

MGD WATER SOLUTIONS

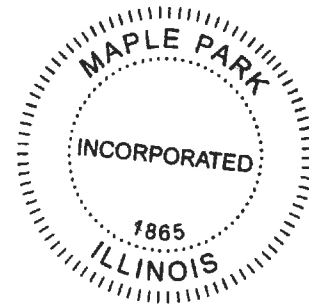
VILLAGE OF MAPLE PARK



Jeremy C. Lin,  
President



Suzanne Fahnestock  
Village President



**CERTIFIED WATER SYSTEM OPERATOR CONTRACT (FOR  
CONTRACTUAL OPERATION OF PUBLIC WATER SUPPLY)**

WHEREAS, MAPLE PARK – FACILITY #0890500, Illinois, hereinafter designated as the SUPPLY, is desirous to employ a certified water plant operator; and

WHEREAS, JEREMY C. LIN of MGD WATER SOLUTIONS, CERTIFICATION #252459999, Illinois, hereinafter designated as Independent Contractor, is capable of performing the duties required of a certified water system operator in the State of Illinois, and

WHEREAS, said SUPPLY and Independent Contractor have entered into an agreement for employment for such position of certified water system operator on the following terms and conditions:

1. That said Independent Contractor, JEREMY C. LIN, is the holder of an Illinois EPA Class B Certificate as a public water supply operator and that the said SUPPLY requires the services of such a person in the operation of its water system.
2. That said parties herein agree that said Independent Contractor will be responsible for operations of the MAPLE PARK in accordance with the rules and regulations of the Illinois Environmental Protection Agency.
3. Said Independent Contractor hereby agrees to act as the Certified Water Plant Operator on a contractual basis for said MAPLE PARK
4. It is further agreed that this Contract shall be effective on APRIL 1, 2022 and shall be fully operative and binding on all parties to this Contract until APRIL 1, 2025 or canceled by either party by giving 30 days-notice in writing by certified U. S. Mail, postage prepaid.
5. That said parties agree to the requirements set forth in the addendum to this agreement in regard to the responsibilities of both parties.
6. That this agreement and its addendum have been approved by the Illinois Environmental Protection Agency.

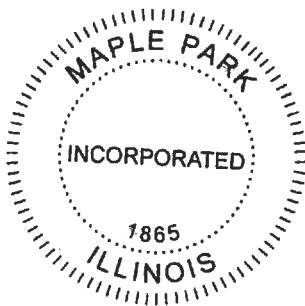
This Contract entered into this 1st day of APRIL, 2022 by the parties hereinbelow mentioned.

  
VILLAGE PRESIDENT - MAPLE PARK

  
MGD WATER SOLUTIONS

ATTEST:

  
ACTING VILLAGE CLERK



## **ADDENDUM TO CONTRACTUAL PUBLIC WATER SUPPLY AGREEMENT**

### **1. Information Regarding Parties Involved:**

#### **Community Water Supply Information:**

Name of Supply: MAPLE PARK

System ID #: 0890500

Name of Official Custodian: Suzanne Fahnestock, Village President

Name of System Contact: Liz Peerboom, Acting Village Clerk

Mailing Address: 302 Willow St. P.O. Box 220 Maple Park, IL 60151

Phone: Official Custodian: Suzanne Fahnestock – 815-827-3309

System Contact: Liz Peerboom - 815-827-3309

Emergency Contact: Jeremy Lin – 847-809-2590

#### **Certified Public Water Supply Operator**

Name of Certified Operator: JEREMY C. LIN

Operator 9-digit ID number: 252459999

Mailing Address: 2413 W Algonquin Rd, #502, Algonquin, IL 60102

Phone: 847-809-2590

Emergency Contact: Jeremy C. Lin, 847-809-2590

Email: jeremylin@mgdwater.com

### **2. Starting Date of Agreement:**

**Starting Date: APRIL 1, 2022**

The owner of the community water supply must submit this contract delegating responsibility and authority to the contract operator to the IEPA (hereafter known as the Agency) for approval within thirty (30) days following the execution of the contract.

Submit contract to the following address:

Illinois EPA, Drinking Water Compliance Assurance Section #19, 1021 North Grand Avenue East, Springfield, Illinois 62794-9276.

The Agency shall, not later than 45 days following the receipt of this contract, provide written notice to the community water supply of its decision to approve or disapprove the contract.

**3. Expiration Date of Agreement:**

**Expiration Date: APRIL 1, 2025**

This contract must include an expiration date. While there is no required length of duration for this contract, the expiration date should be agreeable to both the community water supply and the contract operator.

If any contract approved by the Agency is terminated before the expiration date in the contract, the owner of the community water supply and the contract operator must provide written notice to the Agency no less than 15 days before the contract is terminated.

**4. Minimum number of visits the contract operator must be on-site to the community water supply:**

**One visit per week**

**5. The Duties and Responsibilities of Each Party Involved:**

**Community Water Supply Duties and Responsibilities will include but not be limited to:**

- A. Provide all needed manpower and equipment required to maintain proper day-to-day operation of the community water supply.
- B. Provide labor and materials for correcting any maintenance and/or operational problems.
- C. Provide necessary monetary funds to cover the costs of requirements outlined in A and B.
- D. Ensure that all projects requiring construction and operating permits meet Agency requirements.
- E. Party will ensure that the community water supply remains in compliance with, but not limited to, the following:
  - Design, Operation and Maintenance Criteria, 35 Ill. Adm. Code 653 Raw and Finished Water Quality and Quantity, 35 Ill Adm. Code 654 Primary Drinking Water Standards, 35 Ill. Adm. Code 611
  - Permits, 35 Ill. Adm. Code 652
  - Emergency Operation Requirements found in 35 Ill. Adm. Code 607.103
- F. Provide manpower for daily equipment checks.
- G. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analysis.
- H. Provide a spare parts inventory.
- K. Maintain copies of all pertinent reports and records at the treatment plant or other system facility site.

- L. Maintain and implement an up-to-date Emergency Operating Plan (EOP).
- M. Provide manpower to perform preventive maintenance on equipment as recommended by the manufacturer.

**Contractor operator duties and responsibilities will include but not be limited to:**

- A. Performing the required number of visits (or hours) as specified in this agreement.
- B. Maintaining proper records of the specified visits.
- C. In addition to the specified visits, the contractual operator must also ensure a means of communication for the community water supply and/or regulatory agencies in the event of routine or emergency operational problems.
- D. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the safe and proper production and distribution of potable water.
- E. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- F. Issue boil orders (when required). This includes notification of affected water system customers by appropriate means, the Illinois Environmental Protection Agency regional office, and the local and/or county public health department, per regulatory guidelines.
- G. Issue public notices (when required). This includes notification of affected water system customers, the Illinois Environmental Protection Agency Compliance Assurance Section, and local and/or county public health department. The Illinois Dept. of Public Health must also be notified in certain situations.
- H. Responding to Agency requests for information, site visits, or any other requested data.
- I. Must maintain and submit in a timely matter to the Agency all required operating records and reports.

These records and reports include, but are not limited to:

- Consumer Confidence Report
- Drinking Water Compliance Monitoring Reports
- Monthly Operating Reports





Illinois  
Environmental Protection Agency

**Notification of Responsible Operational Personnel**

Please use this form to make community water supply (CWS) contact changes

CWS Name: Maple Park Number : IL 0890500

**REASON FOR CHANGE (check all applicable boxes)**

<input checked="" type="checkbox"/>	Change in Owner and/or Official Custodian Information	<input type="checkbox"/>	Change in Administrative Contact Information	<input type="checkbox"/>	Change of Sample Collector Information
<input type="checkbox"/>	Change in Responsible Operator in Charge Information	<input type="checkbox"/>	Updating phone, mailing address, and/or E-Mail information only	<input type="checkbox"/>	This is a NEW CWS

**OWNER (OW)** If the CWS is privately owned, identify the individual (and contact information) exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Mobile Home Park, Apartment Complex, or Private Business, etc.). This individual must sign.

If the CWS is publicly owned or owned by private corporation, or regularly organized body, identify the entity exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision, or Association). If an entity, only complete Entity Name, Business #, and Address (no signature required) and then complete OFFICIAL CUSTODIAN (OC) box.

Name (Individual) or Entity Name (Municipality, Water District, Assoc., etc.)		Business Address
Title: (if applicable)	_____	
Cell#: ( ) _____	Business#: ( ) _____	_____
Home#: ( ) _____	Fax#: ( ) _____	_____
E-Mail: _____	_____	
If Individual, Signature: _____ (Signature of Individual)		Date: _____

**OFFICIAL CUSTODIAN (OC)** If the owner is an Entity as listed above (Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision or Association, etc.) identify a person who acts on behalf and is responsible for the supply. This person should be an elected official of a municipality, member of the board, or an officer of the organization that runs the supply (mayor, president, chairman, etc.).

Name: (print) <u>Suzanne Fahnestock</u>		Business Address
Title (if applicable) <u>Village President</u>	_____	
Cell # <u>(815) 827-3309</u>	Business#: ( ) _____	<u>302 Willow St</u>
Home# ( ) _____	Fax#: ( ) _____	<u>P.O. Box 220</u>
E-Mail: _____	<u>Maple Park, IL 60151</u>	
Signature: _____ (Signature of Official Custodian)		Date: <u>March 4, 2022</u>

**ADMINISTRATIVE CONTACT (AC)** An owner or official custodian may designate an administrative contact to oversee daily managerial operations of the CWS. Any notice provided by the Agency to the AC shall be considered notice to the owner or official custodian. These notices may include, but are not limited to Sample Demand Letters, Public Notice Advisories, Violation Notice, Notice of Intent to Pursue Legal Action, and notices of regulatory requirements and permitting transactions.

Name: (print) _____		Business Address
Title: _____	_____	
Cell#: ( ) _____	Work#: ( ) _____	_____
Home#: ( ) _____	Fax#: ( ) _____	_____
E-Mail: _____	_____	
Signature: _____ (Signature of AC)		Date: _____

Signature of the Owner or Official Custodian is required before Illinois EPA will add or change an AC contact:

I hereby duly authorize \_\_\_\_\_ (print) as my Agent, with actual authority to conduct legal transactions arising from the daily managerial operations of the CWS on my behalf.  
Signature: Suzanne Fahnestock Date: April 5, 2022  
(Signature of Owner or Official Custodian)