

RESOLUTION 2022-15

RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR
TO CONTRACT WITH HP MECHANICAL LLC FOR
WASTEWATER TREATMENT SERVICES AS BACKUP OPERATOR
AND TO DECLARE AN EMERGENCY

WHEREAS, The Village received a proposed contract with HP Mechanical LLC for wastewater treatment services as backup operator;

WHEREAS, the Village has a need for said services to comply with the requirements of the State of Ohio with regard to the operation of its wastewater treatment system;

NOW THEREFORE, be it resolved by the Council of the Village of Centerburg, Ohio.

Section 1: That the Village Administrator is hereby authorized to execute the Contract with HP MECHANICAL LLC attached hereto as Exhibit A for wastewater treatment system services as backup operator, subject to any final changes to the contract language or substantive provisions (other than price) as approved by Village Solicitor.

Section 2: This Resolution is hereby declared to be an emergency immediately necessary for the preservation of the public health, safety and welfare to ensure that the Village has available the necessary operator services for the wastewater treatment system.

WHEREFORE, this Resolution is declared an emergency and shall take effect immediately and be in force from and after its passage and approval by the Mayor.

DATE PASSED 11/07/2022
ATTEST Signature on file
FISCAL OFFICER

Signature on file

PRESIDENT OF COUNCIL

Signature on file

MAYOR

APPROVED AS TO FORM:
Signature on file
LEGAL COUNSEL

I hereby certify that the ordinance or a summary of the ordinance was published once a week for two consecutive weeks on 11/12, 2022 and 11/19, 2022 in the *Mount Vernon News* in conformance with the Ohio Revised Code.

Signature on file

FISCAL OFFICER

CONTRACT BETWEEN

**VILLAGE OF CENTERBURG WASTEWATER TREATMENT SYSTEM
AND
HP MECHANICAL LLC
FOR**

**THE CONTRACT OPERATIONS OF VILLAGE OF CENTERBURG
WASTEWATER TREATMENT SYSTEM AS "BACKUP OPERATOR"**

This agreement entered into this 7th day of Nov, 2022 in Centerburg Knox County, Ohio, by and between, *Village of Centerburg Wastewater Treatment System*, hereinafter called "**the System**", and *HP Mechanical LLC*, hereinafter called "**the Operator**".

RECITALS:

The System hereby contracts for the services of **the Operator** to furnish contract professional certified operator(s) for the contract operation of its wastewater facilities as a "backup operator" in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. **The Operator's** operation of **the System's** wastewater treatment facility shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES

The Operator will provide a minimum of one professional certified operator with not less than an *Ohio Class II Wastewater Treatment* professional operator's certification to provide services to **the System**.

The Operator will serve as "Backup Operator" and will provide minimum staffing in the absence of the ORC.

The Operator will spend 4 hour(s) per day and 5 day(s) per week physically present at the wastewater treatment facility to meet the minimum staffing requirements as required by OAC Rule 3745-7-03 or 3745-7-04.

*Minimum staffing hours may be reduced should application and approval be made to Ohio EPA by the operator. The system would be notified of the application and/or approval by the operator. Hours spent per day may vary depending on duties performed but minimum staffing requirements will be met.

SERVICES PROVIDED BY THE OPERATOR SHALL BE AS FOLLOWS:

1. Visit the *Village of Centerburg Wastewater Treatment System* and check operations at each location as required by OAC Rule 3745-7-03 OR 3745-7-04.
2. Perform the technical operation of the facility.
3. Be responsible for process adjustments and the proper operation and maintenance of the facility.
4. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
5. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct **the System's** maintenance personnel on any of the day-to-day checks as needed.
6. Ensure all necessary laboratory work and process testing is performed by or at the direction of a certified professional operator. Daily on site laboratory testing may include: temperature, dissolved oxygen, ph, CL2 residual. Other parameters may be sent out to a certified lab. The Operator shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
7. Ensure sampling and testing are performed on time and as required.
8. Perform administrative duties when submitting and reporting information required by Ohio EPA.
9. Ensure all relevant personnel, including but not limited to the owner and other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, the Operator** and any certified professional operators associated with the facility.
10. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by **the Operator**.
11. Ensure an appropriately certified professional operator is provided when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
12. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM REQUIREMENTS

THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **the Operator** and its authorized agents access to all property and easements which contain or support the facilities.
2. Provide schedule to the operator of staffing time coverage needs of the system with sufficient notice.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, the Operator and any certified professional operators associated with the facility.
4. Provide the necessary funding for the operation and maintenance of the system and regular or routine water sampling to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority. Water/wastewater samples may be sent to a certified laboratory at a cost to the system.
5. Provide funding to return **the System** to compliance pursuant to instructions, recommendations and requirements of the Operator.
6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of **the System** as identified by **the Operator**, Ohio EPA or any other jurisdictional authority.
7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from the Operator.
8. **The System** maintenance personnel may perform duties under the direction of the Operator. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, routine and preventative equipment maintenance and facility operation.
9. Perform daily visits to the facility on days when the certified professional operator is not fulfilling the minimum staffing requirements.
10. The system will be responsible for 24 hour emergency response.

SECTION III – Fees

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The System hereby indemnifies **the Operator**, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the System while this agreement is in force, except in those instances for which the Operator, its employees and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be for a period of *twelve (12)* months from date hereof. The agreement shall be renewed each year thereafter, unless either party shall give the other party *sixty (60)* days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal).

Either party, system or operator, may give written notice to terminate contract at any time upon a sixty (60) day notice.

Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

SECTION VI - NOTIFICATION OF OHIO EPA

The Operator will provide the Ohio EPA with signed copies of this agreement upon request. **The Operator** will also provide the Ohio EPA with the name, address, phone number and certification of the professional operator(s) of record in charge of **the System**. **The System** hereby consents to providing this information to the Ohio EPA.

SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VII - BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION VIII - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

SECTION IX - WORKER'S COMPENSATION AND LIABILITY INSURANCE

The Operator will provide the System with proof of Worker's Compensation coverage for any of its qualifying or eligible employees. The Operator also agrees to maintain and provide proof of its liability insurance coverage to the System as such coverage is stated in the attached Certificate of Insurance, in the dollar amounts so stated in said certificate or in such other amounts as may be lawfully required in order for the Operator to fulfill its obligations of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date and year first set forth above.

[The Operator]

BY:

Signature on file

Name, Title

10-10-2022
Date

[The System]

BY:

Name, Title

Date

System

ADDENDUM I

SCHEDULE OF PAYMENT

DATE: 00/00/2022

By both parties executing this Agreement, *Village of Centerburg* agrees to pay *HP Mechanical LLC*, \$1200.00 weekly as services are rendered following receipt of an invoice, for the contract operations of the *System* beginning on _____, 20__ and terminating on _____, 20__.

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of the *System*, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 am to 4:00 pm shall be paid to *HP Mechanical LLC* on the basis of actual time at the rate of \$60.00 per hour per employee of *HP Mechanical LLC*. When employees of *HP Mechanical LLC* are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 a.m. or finish after 4:00 p.m. will be charged at the rate of \$90.00 per hour per employee of *HP Mechanical LLC* or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.). Additional unscheduled visits or emergency services performed by *HP Mechanical LLC* will be charged at the rate of \$90.00 per hour per employee of *HP Mechanical LLC*, plus an additional \$100.00 service call per visit or emergency.

Materials and supplies provided by *HP Mechanical LLC* used for system operation, maintenance and repair such as rubber gloves, rags, oil, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other materials required to keep the system operational according to this contract shall be based on the fair market value.

These fees will be invoiced in addition to the agreed to weekly, monthly, or hourly fees.

****TERMS****

- A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.