

Attachment F



PROVIDING WATER AND WASTEWATER SOLUTIONS

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PL Utilities _____, 2024

RE: Wastewater Operations and Maintenance Contract (DRAFT)

Environmental Services Corporation of Pennsylvania (ESC) is pleased to submit this proposal to the PL Utilities (Owner) for the operation and maintenance of the Owner's wastewater treatment plant and collection system located in Palmyra Township (Facilities). Our monthly fee includes transportation, labor for routine operations, preventative maintenance, and administrative duties. Our coverage will be 3-4 days per week and will include periodic sample collection and monthly preparation and submission of Discharge Monitoring Reports (DMRs) to the Pennsylvania Department of Environmental Protection (PADEP) and the Delaware River Basin Commission (DRBC).

Staffing

ESC will provide administrative personnel and licensed operators to fulfill the necessary duties required to effectively operate and manage the Facilities in all ways to assist Owner.

ESC will provide two licensed operators to fulfill the necessary duties required to effectively operate the plant.

Scope of Duties

Services provided are as follows:

ESC will be responsible for the day-to-day operation and maintenance of the Facilities to ensure reliable wastewater service and operational compliance with the applicable wastewater discharge permits issued for the facility by the Pennsylvania Department of Environmental Protection and the Delaware River Basin Commission.

Specific Scope:

General:

ESC shall provide and perform the following for the Owner:

1. Post required Pennsylvania wastewater licenses at the Facility.
2. Provide an operator 3-4 days per week under routine operating conditions 3 hours per day Monday through Friday. Included in this coverage are general plant operation, sample collection, report preparation and the logging of pertinent data and any necessary inspection for the collection system, including pump stations.

Wastewater:

ESC shall provide and perform the following services for the Owner:

1. Perform and record permit and process control testing during each visit. Tests would include pH, Dissolved Oxygen (DO), 30-minute settling, NH₃, Total Residual Chlorine, Alkalinity, and Phosphate.
2. Collect samples and perform analyses of the final effluent for the parameters listed on each DMR.
 - a. Other samples may need to be taken on a periodic basis such as MLSS, MLVSS, Total Solids etc. These samples will be taken to ensure operational efficiency of the treatment facility.
 - b. The Owner shall be responsible for the costs incurred at the laboratory for routine laboratory services, which will be billed at cost in addition to the monthly contract amount.
3. Daily inspections of the air diffuser system to maintain proper air patterns and adjust the flow for proper oxygen concentrations in the equalization tank, reactors, and digester.
4. Perform required equipment and blower maintenance and inspection including the belt tension, change oil, lubricate equipment, replace air filters and in plant housekeeping. All supplies necessary for routine maintenance will be charged in addition to the monthly fee unless provided and otherwise agreed upon by Owner. Housekeeping excludes landscaping or snow removal.
5. A preventive maintenance schedule will be implemented for the Facility equipment, including the pump stations. The schedule would include documentation of the work performed and would be available for inspection by the Owner or any governmental agency at any time during

regular working hours. This schedule would help to ensure the proper maintenance and help prevent premature failure of pertinent equipment.

6. Notify Owner to purchase any chemicals and minor supplies necessary for normal operations with a reserve of one month's inventory. Costs associated with the purchase of chemicals and minor supplies will be paid for directly by the Owner to the supplier unless otherwise instructed and agreed upon.
7. Order and maintain any necessary spare parts. Any costs associated with the purchase of spare parts will be paid for directly by the Owner to the supplier unless otherwise instructed and agreed upon.
8. Prepare and timely submit a monthly DMR to PADEP and the DRBC with a copy to Owner. Prepare and submit any other reports which would not require the use of a Professional Engineer, as may be required from time to time by the PADEP or other regulatory agency. Advise when a professional engineer is needed for a required report. NOTE: If Chapter 94 is required for PL Utilities, the cost of this report will be invoiced independently of this contract.
9. Provide emergency contact information to Owner prior to commencement of services.
10. Meet with regulatory agencies, Owner and/or Township officials as requested during normal working hours as needed.
11. Prepare and submit a monthly operations report to the Owner. This report will detail maintenance performed, additional services required (if any) and recommendations for capital improvements to ensure proper operation of the treatment Facility and the collection system.
12. Comply with any Consent Order, if issued, which may incur additional administrative and labor costs above the quoted contract value.

Additional Services

ESC will provide the following additional services and, if performed, costs will be charged to the Owner as extra on a time and material basis per our Schedule of Charges:

1. Provide Twenty-four (24)-hour emergency service to ensure uninterrupted treatment at the Facilities.
2. Provide repairs equipment and Facility repairs on an hourly rate basis.

3. In an emergency, ESC will notify the Owner, if possible and take immediate action to prevent loss of life, limb, property, unlawful discharge of sewage or permit violation. In case of equipment failure, ESC will take necessary actions to restore the system to normal operation in a minimum amount of time. We will ship or deliver the damaged equipment to a factory authorized repair location or a reputable local repair shop. Upon determination of cause of failure, the unit will be reinstalled when repairs are complete. ESC will bill the Owner for labor on an hourly rate basis, material, expenses, and handling charges.
4. In the event of a collection system blockage, or break, ESC will work with the Owner to isolate and correct the problem. ESC will bill for these services provided on a time and material basis.
5. Meet with regulatory agencies, Owner and/or Township officials as requested or necessary during normal working hours on an hourly rate basis for hours that exceed the specified per day coverage.

Provisions to Be Provided By Owner

These items will be provided by the Owner to ensure proper routine operations, unless otherwise specified or agreed upon.

1. Power, road access (including snow removal).
2. Material costs for mechanical equipment and replacement parts.
3. Preventive maintenance and repair of the building and grounds portion of the Facility.
4. Costs for equipment repairs when serviced by an outside contractor.
5. Security of the Facility itself from intruders (fence, locks, etc.) to prevent damage to any equipment or injury to an outside party.

Exclusions

ESC, under the terms of this Agreement excludes these following items due to the expense of the individual components, system limitations, or scope of responsibility:

1. Utility services (fuel, electricity, water, and generators) for normal operation.
2. Any services and/or expenses incurred to the operations of the Facility due to problems associated with or resulting from construction or improper design.

Schedule of Charges

ESC will, during the term of this Agreement, furnish qualified personnel at the following hourly rates to perform required services and shall comply with all regulations of governmental bodies having jurisdiction governing the maintenance and operation of the sewage treatment Facility and water system in the Commonwealth of Pennsylvania.

Hourly Rate

Plant Operator:	\$75.00 per hour
Management/Administrator:	\$100.00 per hour
After Hours Call out fee:	\$150.00 per call out/flat

Hourly rates for work performed outside the Specific Scope between the hours of 4:00 PM and 8:00 AM will be charged at 1.5 times the normal hourly rate. For additional work performed on a Holiday or Sunday will be charged at 2 times the normal hourly rate.

Fees

For the services outlined in the Specific Scope of this Agreement which includes operator labor, administrative duties and the above, the monthly fee is:

3-4 Day per week Coverage: \$2,850.00 per month

Wastewater Hauling

Included in the contract is the removal of Sanitary Sludge from the wastewater treatment facility. ESC will remove the sludge on an as needed basis at a cost of **\$0.15 per gallon.**

If job dictates, the hourly rate for vac trucks is \$130.00 per hour.

This price is based on the following assumptions:

- A minimum of 5000 gallons per truck load; and
- A Wastewater quality acceptable to our contracted Disposal facility, which is _____. A price adjustment will be necessary if an alternative disposal site is required; the price adjustment will be based on the difference in disposal cost between that of our contracted Disposal Site and alternate site.
- All waste to be loaded by Vacuum truck not requiring additional pumps or equipment.

Additional Services Continued:

The following services are also services outside of the Specific Scope of work and shall be billed separately in accordance with the fees below:

- NASSCO certified inspectors of pipeline, manholes, and laterals.
- All aspects of Manhole Rehabilitation including full epoxy coatings, chemical injections, manholes rebuilds, chimney seals, frame and cover replacements and/or resets.
- Mini camera and mini jetting services for small diameter pipe
- Line location services (Pa One Call)
- Sludge tank cleanings, pump station cleanings, holding tanks, etc.
- Hydroexcavation Services
- Excavation services
- Mechanical Services including all pipe work at wastewater treatment plant, diffuser replacements, etc.

Rates for Additional Services

Electrician: \$105.00 per hour per person
Labor/Mechanical Service: \$85.00 per hour per person
Administrative Personnel: \$100.00 per hour
Vacuum Truck Operator: \$130.00 per hour per truck
All materials needed will be invoiced on a cost + basis.

Term of Agreement

This agreement shall be for a one (1) year period commencing upon the date of this Agreement and will be automatically extended with a 3% increase on a yearly basis unless either party notifies the other of intent to terminate. Payment terms for this contract are Net 15. Notwithstanding the foregoing, the Owner may terminate this Agreement for cause shown by providing written notification thirty days in advance indicating intent of cancellation.

Insurance Coverage

ESC will maintain insurance coverage in the following amounts and will name the Owner as additional insured and will provide if requested, a certificate of insurance attesting to the same:

Workers Compensation	Statutory
Comprehensive General Liability	\$2,000,000
General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Pollution Liability	\$2,000,000
Excess Liability	\$4,000,000

Premiums of insurance beyond the above stated normal coverage, to protect or indemnify the Owner and/or others when requested by the Owner, shall be paid

by the Owner, as an additional cost to the stated Schedule of Charges.

Force Majeure

Maintenance, replacement or repairs required due to flood, fire, storm, explosion, negligence by anyone other than ESC employees or its agents, unlawful discharge in or out of the Facility, act of God or other reasons outside the control of ESC. In the event of such occurrences, ESC will offer the Owner assistance in obtaining or providing services, repairs, and replacements at an additional fee.

ESC shall operate and maintain the Facility according to its design parameters. Any process upsets and/or failures due to changes in waste characteristics, volume, infiltration, inflow and/or improper design shall not be the responsibility of ESC.

Liability

ESC shall indemnify and hold harmless the Owner for damages to the Facilities and any fines and penalties imposed on the Owner as a result of the negligence of ESC and its employees in the performance of their duties defined in the Specific Scope in this Agreement or as a result of any breach by ESC of its duties under this Agreement. The Owner shall be solely responsible for any damages, claims, fines and penalties that are not the result of ESC as described above, including Owner's negligence and Owner's failure, after due notice from ESC, to undertake capital repairs and replacements to the Facility in a timely fashion, including capital repairs and replacements related to any limitations of the Facility. ESC shall not be responsible for any damages, fines or penalties arising due to wastewater flow into the Facility at levels and characteristics outside of the permits and or design limits.

Other

This Agreement may not be assigned without the written consent of both parties, which consent shall not be unreasonably withheld.

_____	_____	_____
Owner (PL Utilities)	Witness	Date
_____	_____	_____
ESC (Environmental Service Corporation)	Witness	Date