

TOWN OF GREENVILLE  
ORDINANCE NO. 2015-WR-021

**RESOLUTION CONCERNING THE AMENDMENT OF S.O.P. 05-01-2013**  
**STANDARD OPERATING PROCEDURE FOR THE GREENVILLE**  
**MUNICIPAL WATER AND SEWER UTILITY OF THE TOWN OF**  
**GREENVILLE, INDIANA**

WHEREAS, the Greenville Municipal Water and Sewer Utility Council for the Town of Greenville, Indiana, in the interest of compliance with I.C. 8-1.5-3-4 has deemed it necessary that the Greenville Municipal Water and Sewer Utility Council develop a resolution concerning Standard Operating Procedures for the Greenville Municipal Water and Sewer Utility and;

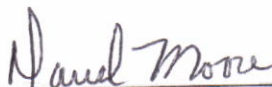
WHEREAS, it is necessary to amend S.O.P 2013-WR-021 adopted on May 1, 2013 by adding the below items.


NOW, THEREFORE, BE IT ORDAINED BY THE GREENVILLE MUNICIPAL WATER AND SEWER UTILITY COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

1. Greenville Water Superintendent will oversee and is responsible of the Waste Water Treatment Plant.
2. Greenville Water Superintendent is responsible for ensuring the terms of any and all contracts are being met. Current contract is attached.

ADOPTED BY THE GREENVILLE MUNICIPAL WATER AND SEWER UTILITY COUNCIL OF GREENVILLE, INDIANA, ON THE 11th DAY OF MAY, 2015.

PRESIDENT OF THE GREENVILLE MUNICIPAL  
WATER AND SEWER UTILITY COUNCIL  
OF GREENVILLE, INDIANA

  
\_\_\_\_\_  
DAVID MOORE,

  
\_\_\_\_\_  
JACK TRAVILLIAN,  
CLERK/TREASURER

PREPARED BY: GREG REDDEN

## CONTRACT

for

### CERTIFIED OPERATION AND MAINTENANCE SERVICES

#### AGREEMENT

This Agreement is effective as of January 1, 2015, between Astbury Water Technology, Inc., hereinafter referred to as "Astbury", and the Greenville Water Utility, hereinafter referred to as "Greenville".

#### WITNESSETH

**WHEREAS**, Astbury is a firm specializing in the certified operation and maintenance of wastewater treatment systems and is willing to provide those services to Greenville under the terms and conditions listed below, and

**WHEREAS**, Greenville owns a wastewater treatment system serving the Heritage Springs housing development located in Floyd County, and desires to contract for wastewater treatment system operation and maintenance services.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the covenants and agreements contained herein, the parties hereto hereby agree as follows, to wit:

#### Section 1. Astbury shall provide the following services:

1. Provide a certified operator of record for the wastewater treatment system.
2. Furnish no less than five (5) weekly site visits by a licensed wastewater operator to operate and maintain the treatment system. Operator down-time (i.e. sick and vacation days) to be augmented by other Astbury personnel. More specifically the following routine operation and maintenance tasks will be performed:
  - a. Understand exactly what the regulatory agencies expect in the way of performance, tests and reports;
  - b. Become familiar with and routinely monitor the wastewater collection system; influent lift station; and wastewater treatment facility;
  - c. Personnel to monitor the treatment system to ensure proper function of all components, including pumps, blowers and flow meters;
  - d. Perform routine preventative maintenance on wastewater system equipment, including pumps and blowers (specialized repair work and supplies to be provided separate from the base monthly fee as specified in Section 1, Item 8);
  - e. Perform general housekeeping duties (refuse disposal to be provided by Greenville);

- f. Conduct daily operation and maintenance tasks, including adjusting wastewater system return rates, air distribution and sludge wasting;
  - g. Be available to respond to emergencies as necessary (emergency responses to be provided separate from the base monthly fee as specified in Section 1, Item 8);
  - h. Collect samples as required by the wastewater National Pollution Discharge Elimination System (NPDES) permit; samples will be properly preserved and transported to our laboratory for analysis; and Chain-of-Custody will be maintained at all times;
  - i. Record daily flows and complete monthly regulatory reporting for the wastewater treatment system; and
  - j. Consult with Greenville on the need for non-routine maintenance or repairs.
3. Consult with regulatory authorities, including the Indiana Department of Environmental Management (IDEM), as necessary concerning any inspections, violations or related actions;
  4. Coordinate subcontractors providing outside services (which are to be invoiced separate from the base monthly fee as specified in Section 1, Item 8), including sludge removal. If necessary, Astbury will handle the delivery of chemicals necessary for the wastewater treatment system; chemicals are to be provided separately from the base monthly fee.
  5. Complete all required on-site testing as required by the wastewater NPDES permit, including:

Parameter	Type
pH (Influent, Mixed Liquor & Effluent)	Grab; (Frequency: 5x/Week)
Dissolved Oxygen (Mixed Liquor & Effluent)	Grab; (Frequency: 5x/Week)

6. Complete all required twice weekly off-site laboratory testing as required by the wastewater NPDES permit, including:

Parameter	Type
TSS (Influent, Effluent, Mixed Liquor & Return Sludge)	Grab/Composite
oBOD (Influent & Effluent)	Grab/Composite
Ammonia-Nitrogen (Influent & Effluent)	Grab/Composite
E. coli (Effluent)	Grab (Seasonal)

**Additional Services and Scope of Repair/Maintenance Responsibility:**

7. Astbury will assume responsibility for routine preventative maintenance of the wastewater treatment system as specified in the contract under Section 1.2. throughout the term of the agreement. Astbury will not be responsible for system upgrades or improvements that are necessitated by new regulation or different permit limits. Facility repairs and equipment failures would be Greenville's financial responsibility.

8. For work performed outside the scope of the contract, and for special projects relating to upgrades or major repairs, Astbury would provide a firm quotation and receive approval prior to commencing work. The following fee schedule applies for emergency service calls; maintenance and repair work; and on-site consumables and supplies (such as blower oil, etc.):

Item	Fee	Notes
Emergency/Maintenance/Repair Service Calls During Regular Business Hours	\$50.00 per Hour plus Mileage at the Prevailing Internal Revenue Service (IRS) Reimbursement Rate	Monday through Friday, 8:00 am until 5:00 pm, Excluding Federal Holidays. Emergency Call-Outs (During Business Hours) and Routine Preventative Maintenance Tasks Included in Base Monthly Fee.
Emergency/Maintenance/Repair Service Calls Outside of Regular Business Hours	\$65.00 per hour plus Mileage at the Prevailing IRS Reimbursement Rate	Includes Emergency Call-Outs.
Parts, Materials & Consumables	Cost plus 15%	N/A
Specialized Work Requiring Outside Contractors	Cost plus 15%	N/A
Annual Flow Meter Calibration	\$500.00	N/A
5-Year NPDES Permit Renewal	\$750.00	N/A

**Section 2. Greenville shall be responsible for the following:**

1. Any required treatment chemicals (probably not applicable);
2. Sludge removal (wastewater facility); and
3. On-site consumables and supplies necessary for operation, excluding latex gloves but not necessarily limited to:
  - a. Blower belts, grease and oil (wastewater system); and
  - b. On-site meter buffer solution and reagents.

**Section 3. Fees and Terms:**

1. This agreement is effective from January 1, 2015 until December 31, 2015.

2. A base monthly fee of \$3,000.00 applies for all operation and maintenance services. This fee is payable (net 30-days) at the end of each month for which service was provided.

#### Section 4. Termination.

1. This agreement may be terminated upon thirty (30) days prior written notice given by Greenville to Astbury for cause. "For Cause", shall be defined as: (a) default by Astbury under this agreement. In the event of default by Astbury, this agreement shall not be terminated until Greenville has given a notice of default via certified mail to Astbury. Astbury has fifteen (15) days to respond to the notice and another thirty (30) days to correct the default. If the default is not timely corrected, a notice of termination shall be sent via certified mail to Astbury that Greenville intends to terminate the contract within thirty (30) days.
2. This agreement may be terminated upon thirty (30) days prior written notice given by Astbury to Greenville for cause. "For Cause", shall be defined as: (a) default by Greenville under this agreement. In the event of default by Greenville, this agreement shall not be terminated until Astbury has given a notice of default via certified mail to Greenville. Greenville has fifteen (15) days to respond to the notice and another thirty (30) days to correct the default. If the default is not timely corrected, a notice of termination shall be sent via certified mail to Greenville that Astbury intends to terminate the contract within thirty (30) days.
3. Compensation shall be prorated to the effective date of termination.

#### Section 5. Notices.

All notices required or permitted under provisions of this agreement shall be in writing and shall become effective only when delivered by certified or registered mail, return receipt requested.

If to: Astbury Water Technology, Inc.  
Attn: Thomas B. Astbury  
5940 West Raymond Street  
Indianapolis, Indiana 46241

or

If to: Greenville Water Utility  
Attn: Steven Schmitt  
P.O. Box 188  
Greenville, Indiana 47124

provided that such addresses may be changed by notice so given.

**Section 6. Governing Law.**

This agreement in all respects shall be governed by and construed in accordance with the laws of the State of Indiana including all matters of construction, validity and performance. Any provision of this agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision of this agreement to prohibit it or unenforceable in any respect.

**Section 7. Miscellaneous**

1. This document includes all agreements and understanding of the parties relating to the subject matter hereof and all prior and contemporaneous representations, agreements and understandings are hereby superseded and rendered void.
2. No provision of this agreement may be changed, waived, discharged or terminated other than by written instrument signed by the party against which the enforcement is sought.
3. The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The captions in this agreement are for convenience of reference only and shall not define or limit any provision of this agreement.

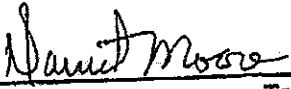
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

**Astbury Water Technology, Inc.**

  
\_\_\_\_\_  
Thomas B. Astbury  
Vice President, Business Development

11/27/2014  
Date

**Greenville Water Utility**

  
\_\_\_\_\_  
... Town Council  
President

2-11-15  
Date