

ENVIRONMENTAL MANAGEMENT GROUP

P.O. Box 804 Vonore, TN 37885

CITY OF NIOTA WASTEWATER TREATMENT PLANT OPERATOR AGREEMENT

This agreement is entered into this _____ day of _____, 2016, by and between THE CITY OF NIOTA, 201 East Main Street, Niota, TN 37826 hereinafter referred to as "OWNER" and ENVIRONMENTAL MANAGEMENT GROUP, P.O. Box 804, Vonore, TN 37885 hereinafter referred to as "OPERATOR".

In consideration of the terms, covenants, and conditions of this Agreement, it is hereby agreed as follows:

1. TERM: This agreement shall commence on _____ and continue for a period of five (5) _____ years.
2. LOCATION OF PROPERTY: This Agreement specially covers the operation and maintenance of the Wastewater Plant and related Collection System located in Niota, Tennessee.
3. FEE: In consideration for the operation of the WWTP and related Collection System, OWNER agrees to pay EMG, _____ per month with annual adjustments based on OWNER'S employee pay scale.
4. GOVERNMENTAL REGULATIONS: All maintenance, operation, and service performed by EMG under this Agreement shall be that as required by the State Department of Environment and Conservation and/or such other governmental agencies as shall exercise jurisdiction over said systems in accordance with appropriate departmental guidelines, testing procedures and operations during the effective date of this Agreement.
5. OPERATIONAL REQUIREMENTS: OPERATOR will at all times operate and maintain the WWTP in accordance with manufacturer's recommended procedures to assure compliance with all State, County, and Local regulations. Further, OPERATOR will strive to exceed the discharge standards, providing approved design parameters are not exceeded. Communication, as needed, with City's personnel concerning operation of Collection System will be provided, including supervision and reporting to fulfill Regulatory requirements.
6. SCOPE OF SERVICES: OPERATOR agrees to provide personnel necessary to operate and maintain the Wastewater Plant as required by the State of Tennessee Department of Environment and Conservation, including direct supervision by two (2) Grade IV operators and one (1)

Grade III operator. Grade I Collection license is also provided. Services to be performed include, but are not limited to the following:

- (a) Conduct necessary observations and tests to assess plant conditions and compliance status with the NPDES testing and reporting requirement.
- (b) Take necessary actions to adjust the various plant units in order that each unit performs optimally and that the plant effluent will meet NPDES requirements.
- (c) Conduct daily actions necessary for proper operations including but not limited to, recording flows, chemical usage, cleaning equipment and treatment units of accumulated "rags", scum, and trash, performing process control testing in order to predict and maintain effluent quality. Conduct housekeeping task that keep the facility in reasonably clean and neat condition and prevent premature deterioration of equipment.
- (d) Conduct less frequent actions such as but not limited to sludge wasting, contact chamber cleaning, clarifier cleaning, aeration basin cleaning in order to preserve effluent quality.
- (e) Conduct equipment care and maintenance on a schedule that preserves equipment in reliable working condition.
- (f) Conduct NPDES required testing excluding biomonitoring and industrial pretreatment both of which will be accomplished by the City's contract laboratory.
- (g) Report to TDEC according to NPDES requirement and notify the City of those reports.
- (h) Act as Pretreatment Coordinator with assistance from MTAS, TAUD or TDEC if needed.
- (i) Costs of treatment chemicals, mowing, supplies and maintenance are the responsibility of the OWNER.
- (j) Provide supervision, reporting, and minor maintenance for Collection System. All additional equipment and personnel costs shall be the responsibility of the City.

The following additional services have been provided and will be continue in Contract Renewal.

- (k) Instituting of Laboratory Quality Control Program as recently required by the Tennessee Department of Environment and Conservation.
- (l) Assisting in the institution and supervision of Sewer Overflow Response Plan as required by Agreed Order.
- (m) Assisting in the institution and supervision of MOM's Program as required by Agreed Order.

- (n) Daily Flow and rainfall monitoring (7 days/week) as requested by Consulting Engineer.
- (o) Additional Training, if necessary, for Pretreatment Coordinator as required by Agreed Order. (Cost to be provided by Niota)
- (p) Planning for TDEC's anticipated evolving nutrient reduction strategy

7. INSURANCE: OPERATOR agrees to maintain in effect during the terms of this Agreement, Liability Insurance with minimum coverage limits of One Million Dollars (\$1,000,000.00) Combined Single Limits Bodily Injury and Property Damage for their operation and maintenance of the WWTP in performance of the provisions of this Agreement. Further, OPERATOR agrees to maintain in effect during the terms of this Agreement, Workers Compensation Insurance including Employers Liability, in compliance with all laws, rules and regulations of the State of Tennessee and all regulatory departments of the state.

8. SUPERVISION: OPERATOR will supervise any work or other action performed or undertaken by any Third Party at the Property Location. OPERATOR will assure that all work or other action performed by a Third Party is performed properly and in conformance with all applicable regulations and requirements of applicable regulatory authorities and agencies.

9. MAINTENANCE AND REPAIR: OPERATOR agrees to service and maintain all equipment pursuant to schedules recommended by the equipment manufacturer. It is understood and agreed by the parties hereto, that OPERATOR is not expected to replace or make extensive repairs to any pump, blower or other major piece of equipment.

10. NOTIFICATION OF PROBLEMS: EMG will immediately notify the appropriate authority including the "OWNER" by telephone, or any faster method available in the event of WWTP or Collection System overflow, or untreated wastewater flowing into improper areas, (including lakes, streams, rivers, real property, etc.)

11. INVENTORY: OPERATOR agrees to be responsible for maintaining an inventory of materials necessary for the proper operation of the WWTP, including but not limited to materials and supplies. It is understood and agreed that OWNER is responsible for final approval, order, purchase and payment of supplies which are required for proper operation of facility.

12. ASSIGNMENT: OPERATOR may not assign, transfer, pledge or hypothecate this Agreement or any part thereof or permit the WWTP or any part thereof to be operated by anyone other than the OPERATOR or OPERATOR'S employees without the express written approval of OWNER.

13. INVALID PROVISION: The invalidity for unenforceability of any PROVISION, or any portion of any Provision of this Agreement shall not affect the other Provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable Provision was omitted.

14. ENTIRE AGREEMENT: It is understood and agreed that this Agreement replaces any prior Agreement and contains the entire and only Agreement between the Parties. It is further agreed that any prior Agreement or any oral or written statements or representations, made by any part hereto or any representative of a part hereto, not contained in this Agreement shall be null and void. This Agreement shall not be modified in any way except in written Addendum executed by OWNER and OPERATOR, and no oral agreement or representation shall be deemed to constitute an agreement other than this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



Robert C. Young
ENVIRONMENTAL MANAGEMENT GROUP
EIN 62-1411442

LOIS PREECE-MAYOR
City of Niota