

MEMO

To: Village of Stickney
6533 W Pershing Road
Stickney, IL 60402

Attn: Mayor & Board of Trustees

From: Tim Geary, P.E.

CC: Joe Lopez, PW Supervisor, #22316

Date: 11/18/2023

Re: Interim Water Operator – 2024-2026 Contract

Dear Mayor & Board Members,

As required by the IEPA, the Village is required to formally designate a certified water operator for the management of the Village's Public Water Supply. The certified water operator is responsible for review and approval of certain drinking water testing reports (i.e., coliform, lead, chlorine, and URCMR5) as required by the IEPA. Since 2020, as approved by the IEPA, the Village has used a contracted certified water operator to for IEPA compliance.

The Village has previously entered into contract agreements with Mr. Walter Dowling (Certified Operator ID #115591038) to provide certified water operator services. Mr. Dowling currently works for both the Central Stickney and South Stickney Sanitary Districts.

The proposed (and current) compensation for furnishing certified water operator services are as follows:

Monthly Fixed Rate = 13 Hours @ \$50.00/Hour = \$650.00
(On site Monday, Wednesday, and Friday mornings)
Vehicle Expenses = Village Provides a Tank of Gas/Week

The current water operator services contract expires on 12/31/23, therefore please find attached a copy of the proposed 2024-2026 Certified Water Operator contract for your review and approval. This is a standard IEPA approved contract for outsourced water operator services.

Respectfully



Tim Geary, PE
Village Engineer



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 NORTH GRAND AVENUE EAST, P. O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
JOHN J. KIM, DIRECTOR
JB PRITZER, GOVERNOR

November 2, 2023

JOE LOPEZ
6533 WEST PERSHING ROAD
STICKNEY, IL 60402

Re: **IL0313000, STICKNEY** – Expiration of Contract for Responsible Operator in Charge

Dear Water Supply Official:

The contractual operator agreement between STICKNEY and WALTER DOWLING will expire on **December 31, 2023**. In order to fulfill state requirements, your Community Water Supply (CWS) must submit a copy of a new contract to the Illinois EPA to review and approve. Please send a complete contract as soon as possible to:

kevin.perkowitz2@illinois.gov (preferred) or
Illinois EPA - BOW/CAS #19 (attention: Kevin Perkowitz)
1021 North Grand Avenue East
Springfield, IL 62702

The contractual agreement must reflect current regulations and must be signed by the appropriate parties. A current contract template example can be found on Illinois Rural Water Association's website, under "Other Stuff," at the following link: <https://www.ilrwa.org/Downloads.htm>.

Pursuant to 35 Ill. Adm. Code 681, Each CWS is required to have a Responsible Operator in Charge (ROINC) on staff at all times. A CWS that employs a contract operator must have a written contract delegating joint responsibility and authority between the owner and the contract operator. The owner of the CWS must submit any ROINC change within 15 days, or a contract between the owner and the current contract operator to the Illinois EPA within 30 days following the execution of the contract. The Illinois EPA will have 45 days following receipt of the contract to either approve or disapprove the contract.

If you have any additional questions, please contact Tatum DeMay at tatum.deMay@illinois.gov or by phone at 217-558-0903.

Sincerely,

Tatum DeMay
Compliance Assurance Section
Division of Public Water Supplies
Bureau of Water

cc: WALTER DOWLING

4302 N. Main Street, Rockford, IL 61103 (815) 987-7760
595 S. State Street, Elgin, IL 60123 (847) 608-3131
2125 S. First Street, Champaign, IL 61820 (217) 278-5800
2009 Mall Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

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

WHEREAS, the Village of Stickney, Illinois, hereinafter designated as the Supply, is desirous to employ a certified water plant operator; and

WHEREAS, Walter Dowling, #115591038 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 Village of Stickney 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, Walter Dowling, is the holder of an Illinois EPA Class C Certificate as a public water supply operator and that the said Village of Stickney 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 Village of Stickney 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 Village of Stickney.
4. It is further agreed among the parties herein that Walter Dowling is an Independent Contractor and is not an employee of the Village of Stickney and is not subject to employee provisions of employment by said Village of Stickney.
5. It is further agreed that this Contract shall be effective on January 1, 2024 and shall be fully operative and binding on all parties to this Contract until December 31, 2026 or canceled by either party by giving 14-day notice in writing by certified U. S. Mail, postage prepaid.
6. That said parties agree to the requirements set forth in the addendum to this agreement in regard to the responsibilities of both parties.
7. That this agreement and its addendum have been approved by the Illinois Environmental Protection Agency.

This Contract entered into this _____ day of _____, 2023 by the parties hereinbelow mentioned.

Title: Joseph Lopez, PW Supt. (AC)
Owner (OW), Official Custodian (OC), **OR** Administrative Contact (AC)

Walter Dowling
Printed name of Contract Operator (Independent Contractor)

Signature of Contract Operator (Independent Contractor)

ATTEST:

Audrey McAdams, Village Clerk

ADDENDUM TO CONTRACTUAL PUBLIC WATER SUPPLY AGREEMENT

1. Information Regarding Parties Involved:

Community Water Supply Information:

Name of Supply: Stickney

System ID #: IL031300

Official Custodian: Jeff Walik, Mayor

Administrative Contact: Joe Lopez, Supt. of Public Works

Name of System Contact: Joe Lopez, Supt. of Public Works

Mailing Address: 6533 W Pershing Road, Stickney, IL 60402

Phone Nos:

Official Custodian: 708-749-4400

Administrative Contact: 312-519-8947

Emergency Contact: Sam Alonzo, Public Works – 224-651-1306

Email:

jwalik@villageofstickney.com

jlopez@villageofstickney.com

salonzo@villageofstickney.com

Certified Public Water Supply Operator

Name of Certified Operator: Walter “Wally” Dowling

Operator 9-digit ID number: 115591038

Mailing Address: 8436 S. Moody Avenue, Burbank, IL 60459

Phone: 708-932-4655

Emergency Contact: 708-424-8681

Email: wally@southstickney.com

2. Starting Date of Agreement:

Starting Date: January 1, 2024

The Owner, Official Custodian, or Administrative Contact 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: December 31, 2026

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, Official Custodian, **or** Administrative Contact 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.

The contract operator will be on-site a minimum of three (3) times per week with additional visits scheduled as may be required. The contract operator will also be available 24hours/seven days a week in the event of emergency.

4. 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. Ensure that all NPDES permit effluents are being met (if applicable).
- F. 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
 - (Portions of or all of the above may also be included in the contractual operator duties.)
- G. Provide manpower for daily equipment checks.

- H. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analysis (This provision may be listed as a responsibility of the contractual operator, if both parties agree.)
- I. Provide a spare parts inventory.
- J. Maintain copies of all pertinent reports and records at the treatment plant or other system facility site.
- K. Maintain and implement an up-to-date Emergency Operating Plan (EOP).
- L. 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. Must maintain and submit in a timely manner 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
 - Discharge Monitoring Reports (if applicable)
 - Monthly Operating Reports
- D. 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.
- E. 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.
- F. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- G. 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.
- H. 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.
- I. Responding to Agency requests for information, site visits, or any other requested data.

5. Compensation:

The water operator will be compensated for services provided by the Village of Stickney as follows:

Monthly Fixed Rate = 13 Hours @ \$50.00/Hour = \$650.00
 (On site Monday, Wednesday, and Friday mornings)
 Vehicle Expenses = Village Provides a Tank of Gas/Week