TEST Inc.

2323 Fourth Street
P.O. Box 483
Peru, Illinois 61354
815-224-1650
800-659-4659
FAX 815-224-1688
www.testinc.com

September 1, 2020

Village of Poplar Grove
Attn: President Costanza
200 Hill Street
Poplar Grove, IL 61065

Dear President Costanza:

As you know, it has almost been three years since we entered into our current contract agreement with the Village of Poplar Grove. We want to thank you for allowing TEST, Inc. to serve the Village of Poplar Grove at the Water and Wastewater Plants for the past year. Currently, our agreement allows for a cost adjustment at this time of the contract period. The defined price adjustment means that the amount will increase to the new price of $16,992.27 per month, for contract operations as of November 1, 2020.

Though there is no contract paperwork for our files to complete for this 4th year renewal, the EPA requires us to resubmit their paperwork with the additional 2 contract extension years listed. I have attached one for each of the wastewater plants and one to update the water plant contract as well.

We look forward to continued work with the Village of Poplar Grove for many years to come. If you have any questions, please do not hesitate to contact me.

Sincerely,
Total Environmental Service Technologies, Inc.

Christopher M. Perra
President

CERTIFIED WATER SYSTEM OPERATOR CONTRACT
EPA Required Language

WHEREAS, Poplar Grove, Illinois, hereinafter designated as the Supply, is desirous to employ a certified water plant operator; and

WHEREAS, Ion Stear (#26198999) of TEST, Inc., Peru, Illinois, hereinafter designated as Contractor Operator, is capable of performing the duties required of a certified water system operator in the State of Illinois, and

WHEREAS, said Supply and Contractor have entered into an agreement for certified operator for the water system operator, agree on the following terms and conditions:

1. That said Contractor, Ion Stear of TEST, Inc., is the holder of an Illinois EPA Class C Certificate as a public water supply operator and that the said Poplar Grove 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 Poplar Grove 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 Poplar Grove.
4. It is further agreed among the parties herein that Ion Stear of TEST, Inc. is an Independent Contractor and is not an employee of Poplar Grove and is not subject to employee provisions of employment by said Poplar Grove.
5. It is further agreed that this Contract shall be effective on November 1, 2020 and shall be fully operative and binding on all parties to this Contract until October 31, 2022 or canceled by either party by giving 30 days 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 _____, 2020 by the parties hereinbelow mentioned.

_____Title_____
Owner (OW), Official Custodian (OC), OR Administrative Contact (AC)

_____
Christopher Perra, President, TEST, Inc.

_____
Ion Stear, Certified Operator

ATTEST:

_____
(RECORDING CLERK OF SYSTEM)

ADDENDUM TO CONTRACTUAL PUBLIC WATER SUPPLY AGREEMENT

1. Information Regarding Parties Involved:

Community Water Supply Information:
Name of Supply: Poplar Grove
System ID #: IL0070150
System ID #: IL0070300
System ID #: IL0070350
Name of Official Custodian: Owen Costanza, Village President
Name of System Contact: Owen Costanza, Village President
Mailing Address: 200 Hill St. PO Box 01, Poplar Grove, IL 61065
Phone: Official Custodian: 815-765-3201

Certified Public Water Supply Operator
Name of Certified Operator: Ion Stear
Operator 9-digit ID number: 261989999
Mailing Address: 2323 4th St., PO Box 483, Peru, IL 61354
Phone: 815-224-1650
Email: istear@testinc.com

2. Starting Date of Agreement:

Starting Date: November 1, 2020

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 notice to the community water supply of its decision to approve or disapprove the contract.

3. Expiration Date of Agreement:

Expiration Date: October 31, 2022

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.

4. **Minimum number of visits (or hours) the contract operator must be on-site each week (or month) to the community water supply:**

Continual Operation (24/7) and a minimum of 1 weekly visit to each plant by Ion Stear

5. **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 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 604
Raw and Finished Water Quality and Quantity, 35 Ill Adm. Code 604 Subpart B
Primary Drinking Water Standards, 35 Ill. Adm. Code 611
Permits, 35 Ill. Adm. Code 602
Emergency Operation Requirements found in 35 Ill. Adm. Code 604.135(c)
G. Maintain copies of all pertinent reports and records at the treatment plant or other system facility site.
H. Maintain and implement an up-to-date Emergency Operating Plan (EOP).
I. Provide manpower to perform preventive maintenance on equipment as recommended by the manufacturer.
J. Must maintain and submit in a timely matter to the Agency all required operating records and reports. The Contract Operator will complete and submit these but the Supply must keep a record of them in their files.
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

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 matter 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 almost be notified in certain situations.
I. Responding to Agency requests for information, site visits, or any other requested data.
J. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analysis.
K. Provide all needed manpower required to maintain proper day-to-day operation of the community water supply.
L. Provide manpower for daily equipment checks.
M. Provide a spare parts inventory.

Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: Village of Poplar Grove (North) NPDES Permit Number: IL0023451

Facility Owner/Contact: Owen Costanza Email Address: president@villageofpoplargrove.com

Facility Physical Address:

Street: 205 Edson Road County: Boone

City: Poplar Grove State: IL Zip Code: 61065

Phone (w/area code): 815-765-3201

Facility Mailing Address:

Street: 200 Hill Street

City: Poplar Grove State: IL Zip Code: 61065

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

- ○ **Group 1** - Greater than 1.0 MGD
- ◉ **Group 2**
  - ○ Activated Sludge Plant
  - ○ Small Package Plant
- ○ **Group 3**
  - ○ Fixed Film Processes ○ RBCs
  - ○ Imhoff Tanks/Sand Filters ○ Trickling Filters
  - ○ Other
- ○ **Group 4**
  - ○ Non-aerated Lagoons **With** Lift Stations ○ Aerated Lagoons
  - ○ Non-aerated Lagoons **Without** Lift Stations ○ Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? ○ 1.0 MGD or greater ◉ Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Ion Stear

Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #:

Certified Class Level: 1

Home Address

Street Address: 9618 Wood Lane P.O. Box:

City: Hebron State: IL Zip Code: 60034

Cell Phone #: 815-560-7399 (with area code first) Home Phone #: (with area code first)

This Agency is authorized to request this information under 35 Ill. Adm. Code Subtitle C, Chapter II, Part 380, Section 380.1000. Disclosure of this information is required under that Section. Failure to do so may result in enforcement action by the Agency.

Contractor Operator Business Information:

Business Name (if applicable): TEST Inc.

Mailing Address: 2323 4th St. P.O. Box: 483

City: Peru State: IL Zip Code: 61354

Phone Number (with Area Code: 815-224-1650

Contract Start Date: Nov 1, 2020 **Contract Expiration Date:** Oct 31, 2022

The contract must specify a Start and Expiration Date. If no expiration date is specified, or is specified as 'open', the contract will automatically expire one year from the Contract Start Date. Contracts are only allowed a maximum of a 3-year timeframe. Contracts that list the Contract Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.

Minimum Number of Visits per: Week: 7 Month: _____ **Number of Hours/Visit:** _____

Contracts MUST specify the appropriate minimum number of visits and/or hours per week or month that is required for the Group Level of the facility type. Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.

Party in Responsible Charge For (at a minimum): ***N/A IS NOT AN OPTION FOR ITEMS MARKED WITH AN ASTERISK(*)***	**Operator**	**Owner**	**N/A**
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	☒	☒	*
2. Sample collection pursuant to the NPDES permit;	☒	☐	☐
3. Preparation, signature, **and** submittal of Discharge Monitoring Reports;	☒	☐	*
4. Laboratory analysis;	☒	☐	☐
5. Maintaining lift stations;	☒	☒	☐
6. Maintaining spare parts inventory;	☒	☒	☐
7. Maintaining required operating records and reports;	☒	☒	*
8. Providing labor and materials for correcting any maintenance and operational problems;	☒	☒	☐
9. Maintaining, and if necessary, implementing emergency operating plan;	☒	☒	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	☒	☒	☐
11. Performing routine operational control testing as recommended by the Agency.	☒	☒	*

Operator's PRIMARY Role with this Contract (please check one):

- (•) Active, hands-on operations and maintenance
- ( ) Reports and record-keeping only (Please mark applicable items above).
- ( ) Supervisory only (Please mark the items above in which you will be supervising).

Please attach any additional contract provisions between the operator and facility to this form. If a contract narrative is attached to the contract form it MUST reflect the party responsibilities as noted on the contract form. If there is a discrepancy between the contract form and the contract narrative, the contract will be returned unapproved.

Signatures:

Contracts MUST be signed by BOTH the Owner and the Operator. If either original signature is missing, the contract will be returned unapproved.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)). Falsification of any information in this application by either party, applicant or supervisor, will disqualify the application and be grounds for sanctions of current certificates held by either party (35 Ill. Adm. Code, Subtitle C, Chapter II, Part 380, Section 380.515(b)).

Owen Constanza	Village President
Responsible Party/Facility Owner:	Title:
Signature:	Date:
Jon Stear	Certified Operator
Properly Certified Operator	Title:
	9-8-20
Signature:	Date:

Return Completed Contract Form To:

Illinois Environmental Protection Agency
Wastewater Operator Certification Program
BOW/DWPC/CAS #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Pursuant to 35 Ill. Adm. Code 380.1020, the Agency will approve a contract agreement when the contractual operator is properly certified and the provisions of Sections 380.1000, 380.1005 and 380.1010 are satisfied. The Agency will withdraw an approval when it is determined that the contract provisions are not being met or are inadequate to assure proper operation of the wastewater treatment works.

Pursuant to 35 Ill. Adm. Code 380.1015, the contract operator shall maintain records to document that all contract provisions are being met. Pursuant to 35 Ill. Adm. Code 380.1025, modification or extensions to contractual agreements must be submitted to the Agency as a new contract.

**********IEPA USE ONLY**********

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:

Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: Village of Poplar Grove (South) NPDES Permit Number: IL0071447

Facility Owner/Contact: Owen Costanza, Village President Email Address: president@villageofpoplargrove.com

Facility Physical Address:

Street: 12211 State Route 76 County: Boone

City: Poplar Grove State: IL Zip Code: 61065

Phone (w/area code): 815-765-3201

Facility Mailing Address:

Street: 200 Hill Street

City: Poplar Grove State: IL Zip Code: 61065

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

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- ( ) **Group 2**
  - ( ) Activated Sludge Plant
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  - ( ) Fixed Film Processes ( ) RBCs
  - ( ) Imhoff Tanks/Sand Filters ( ) Trickling Filters
  - ( ) Other
- ( ) **Group 4**
  - ( ) Non-aerated Lagoons **With** Lift Stations ( ) Aerated Lagoons
  - ( ) Non-aerated Lagoons **Without** Lift Stations ( ) Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? (•) 1.0 MGD or greater ( ) Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Ion Stear

Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #:

Certified Class Level: 1

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2. Sample collection pursuant to the NPDES permit;	☒	☐	☐
3. Preparation, signature, **and** submittal of Discharge Monitoring Reports;	☒	☐	*
4. Laboratory analysis;	☒	☐	☐
5. Maintaining lift stations;	☒	☒	☐
6. Maintaining spare parts inventory;	☒	☒	☐
7. Maintaining required operating records and reports;	☒	☒	*
8. Providing labor and materials for correcting any maintenance and operational problems;	☒	☒	☐
9. Maintaining, and if necessary, implementing emergency operating plan;	☒	☒	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	☒	☒	☐
11. Performing routine operational control testing as recommended by the Agency.	☒	☒	*

Operator's PRIMARY Role with this Contract (please check one):

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Owen Costanza Responsible Party/Facility Owner:	Village President Title:
Signature:	Date:
Ion Stear Properly Certified Operator	Certified Operator Title:
Signature:	9-8-20 Date:

Return Completed Contract Form To:

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