

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Byron A. Photiades, DPW Director

SUBJECT: Agreement for Water Distribution System Oversight

SUMMARY & BACKGROUND:

The state Safe Drinking Water Act of 1976 (PA 299) requires a city with a population of 20,000 or more to have an 'Operator in Charge' with an S-1 certification to oversee its water-distribution system. Because we do not currently have a staff person with an S-1, I have arranged with the Southeastern Oakland County Water Authority (SOCWA) to provide the city, as needed, with the services of its S-1 operator, Robert Jackovich, or others in his absence. (SOCWA has three with S-1 certifications.)

Attached is the proposed agreement with SOCWA, which the city attorney has approved as to form.

Attachments: SOCWA Agreement

COUNCIL AGENDA DATE: November 10, 2008

CITY ATTORNEY REVIEW: P. Daniel Christ, 11/3/2008

FINANCE DIRECTOR REVIEW: N/A

CITY MANAGER APPROVAL: Robert J. Bruner, Jr.

COMMENTS:

RECOMMENDED ACTION:

Moved by , seconded by , to approve the agreement by and between the Southeastern Oakland County Water Authority to oversee the city's water-distribution system.

AGREEMENT FOR WATER SYSTEM OVERSIGHT

This agreement for water system oversight ("Oversight") is made this _____ day of October 2008 by and between the Southeastern Oakland County Water Authority ("SOCWA"), a Michigan municipal corporation, having offices located at 3910 W. Webster, Royal Oak, Michigan 48073, and the City of Ferndale ("Ferndale"), a Michigan municipal corporation, located at 300 E. Nine Mile, Ferndale, Michigan 48220 and states the following:

RECITALS:

- A. Whereas, Ferndale owns and operates a municipal water system located within Ferndale;
- B. Whereas, SOCWA, as an enabled authority under Michigan law, owns and operates a municipal water system located in various communities in Southeastern Oakland County, Michigan;
- C. Whereas, Ferndale desires SOCWA to act as the "Operator in Charge" providing Oversight and monitoring of the Ferndale municipal water system;
- D. Whereas, SOCWA has the necessary expertise and employees of SOCWA possess the required State of Michigan certifications to act at the "Operator in Charge" in order to provide Oversight and monitoring of the Ferndale municipal water system and SOCWA wishes to provide such resources to Ferndale. The Oversight duties for the "Operator in Charge" are generally defined in Exhibit A, incorporated by reference herein;

Therefore, for the terms herein listed, SOCWA and Ferndale agree as follows, with adequate consideration acknowledged and accepted by both parties:

1. Mr. Robert M. Jackovich, Chief Operator of SOCWA, shall act as the "Operator in Charge" of the Ferndale municipal water system and act as the main contact between the City of Ferndale and the Michigan Department of Environmental Quality ("MDEQ") on the Oversight issues. Mr. Jackovich is certified as an S-1 operator by the MDEQ. Mr. Jackovich will be assisted by Messrs. John Schandavel, Larry Westmore and Todd Rickerd, all of whom are SOCWA employees and are certified as S-1 operators by the MDEQ. These certifications shall remain current throughout this Agreement.
2. SOCWA shall be available for immediate response to Ferndale through SOCWA's Control Center, which is continuously staffed. SOCWA's Control Center can be reached at 248-288-5133.

3. Ferndale shall compile a daily operation report for each day and provide the reports to SOCWA by faxing the reports to 248-288-9527. The daily report shall consist of the following:
 - a. Water quality issues, such as customer complaints and Ferndale's response, low or high water pressure, taste, odor and other related incidents.
 - b. Surveillance report of all purchase meter locations, pumping stations, PRV vaults and reservoirs.
 - c. Maintenance work needed or performed on purchase meters, pumping stations, PRVs and reservoirs.
 - d. Hydrant flushing or system valve operations.
 - e. Water service installation or repairs.
 - f. Water meter service calls or related water shut off or turn on.
 - g. Water main breaks and repairs.
 - h. Fires and resulting pressure report.
4. SOCWA shall review the daily operation reports on a daily basis for possible action or follow-up.
5. Ferndale shall provide SOCWA with the following:
 - a. Contact list of names and phone numbers for Ferndale personnel and instructions on the procedure that will be used to contact Ferndale personnel.
 - b. System maps which include water main size and valve locations.
 - c. An onsite operation overview meeting with appropriate Ferndale water personnel.
 - d. A SCADA overview meeting with appropriate Ferndale water personnel and contractors for Ferndale.
6. Payment for services rendered by SOCWA to Ferndale shall be billed based on the following hourly rates:
 - a. Bob Jackovich -\$51.84/hour
 - b. John Schandavel -\$65.70/hour
 - c. Larry Westmore -\$37.46/ hour
 - d. Todd Rickerd -\$40.74/hour

SOCWA anticipates that approximately 80% of the work for Ferndale will be performed by Mr. Jackovich.

7. SOCWA will submit a written invoice to Ferndale by the 10th of each month for services rendered in the previous month. The invoice shall be paid by Ferndale to SOCWA within 30 days of the date of the invoice.
8. The term of this Agreement shall be from October 1, 2008 to September 30, 2009 and may be extended by mutual and written consent of the parties.
9. This Agreement may be cancelled by either party for any reason with 30 days written notice.
10. Nothing in this Agreement creates any employment relationship between SOCWA personnel and Ferndale.
11. This constitutes the entire integrated Agreement and the Agreement shall be deemed to be mutually drafted.
12. Ferndale agrees to indemnify, defend and hold SOCWA and its personnel providing services under this Agreement harmless from and against any claims, suits, demands or obligations, whether raised in a civil lawsuit or in an administrative action, by any entity relating to or arising out of the performance of Oversight under this Agreement unless such actions are found to be gross negligence.
13. Prior to any services by SOCWA under this Agreement, Ferndale shall notify the MDEQ with all notices required and Ferndale shall be responsible for obtaining any approvals from the MDEQ as necessary to carry out this Agreement.

In Witness Whereof, the respective representatives of the parties have acknowledged this Agreement as of the date first above written.

Southeastern Oakland County Water Authority

City of Ferndale

By: _____

By: _____

Jeffrey A. McKeen, P.E.

Byron Photiades

Its: General Manager

Its: Director of Public Works

Date

Date

ADMINISTRATIVE RULES
Promulgated Under the Michigan Safe Drinking Water Act

(h) "Near the first service connection" means at 1 of the 20% of all service connections in the entire system that are nearest the water supply treatment facility, as measured by water transport time within the distribution system.

(i) "Noncommunity supply" or "noncommunity water supply" or "noncommunity water system" means a public water supply that is not a community supply, but that has not fewer than 15 service connections or that serves not fewer than 25 individuals on an average daily basis for not less than 60 days per year.

(j) "Nontransient noncommunity water supply" or "nontransient noncommunity water system" or "NTNC" means a noncommunity supply that serves not fewer than 25 of the same individuals on an average daily basis more than 6 months per year. This definition includes public water supplies in places of employment, schools, and day-care centers.

(k) "NTU" means nephelometric turbidity unit.

(l) "One hundred-year drought elevation" means the minimum projected water surface elevation that would occur at a location once in a period of 100 years.

(m) "One hundred-year flood elevation" means the maximum projected water surface elevation that would occur at a location once in a period of 100 years.

(n) "Operating shift" means that period of time during which operator decisions that affect public health are necessary for proper operation of the waterworks system.

(o) "Operator" means an individual who operates a waterworks system or a portion of a waterworks system.

(p) "Operator in charge" means a certified operator who is designated by the owner of a public water supply as the responsible individual in overall charge of a waterworks system, or portion of a waterworks system, who makes decisions regarding the daily operational activities of the system that will directly impact the quality or quantity of drinking water.

(q) "Optimal corrosion control treatment," for the purpose of lead and copper control, means the corrosion control treatment that minimizes the lead and copper concentrations at users' taps while ensuring that the treatment does not cause the public water supply to be in violation of any national primary drinking water regulations.

History: 1954 ACS 94, Eff. Jan. 12, 1978; 1979 AC; 1984 MR 6, Eff. July 6, 1984; 1989 MR 8, Eff. Sept. 13, 1989; 1991 MR 11, Eff. Nov. 22, 1991; 1994 MR 12, Eff. Jan. 5, 1995; 2000 MR 19, Eff. Dec. 8, 2000; 2002 MR 10, Eff. May 30, 2002; 2003 MR 2, Eff. Jan. 29, 2003.

R 325.10107 Definitions; P, R.

Rule 107. As used in these rules:

(a) "Permit" means a public water supply construction permit that is issued to a supplier of water by the department under the provisions of section 4 of the act.

(b) "Person" means an individual, partnership, copartnership, cooperative, firm, company, public or private association or corporation, political subdivision, agency of the state, agency of the federal government, trust, estate, joint structure company, or any other legal entity, or their legal representative, agent, or assignee.

(c) "Pitless adapter" means a device or assembly of parts which permits water to pass through the wall of a well casing or extension of a well casing and which provides access to the well and to the parts of the system within the well in a manner that prevents the entrance of contaminants into the well and the water produced.

(d) "Plans and specifications" means drawings, data, and a true description or representation of an entire waterworks system or parts of the system as it exists or is to be constructed, and a statement of how a waterworks system shall be operated.

(e) "Political subdivision" means a city, village, township, charter township, county, district, authority, or portion or combination of any of the entities specified in this subdivision.

(f) "PQL" means the practical quantitation levels. The PQL is the lowest concentration that can be reliably achieved by well-operated laboratories within specified limits of precision and accuracy during routine laboratory operating conditions.

(g) "Production well" means a well that has been approved for use for a public water supply in accordance with the provisions of part 8 of these rules.