



# McGOWAN LLC

## WELL WATER COMPLIANCE MANAGEMENT

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**AGREEMENT** dated as of July 1, 2017 by and between Franklin Twp. Elementary School, PO Box 368, Quakertown, NJ 08868 (hereinafter referred to as the "Client") and McGowan Well Water Compliance Management LLC, (McGowan LLC)

**RE: PWSID NJ1438311 – 226 Quakertown Road, Quakertown, NJ**

Pursuant to this Very Small Water System Agreement, the Client contracts with McGowan LLC to manage all of the Client's compliance requirements under Part 141 of the National Primary Drinking Water Regulation and the New Jersey Safe Drinking Water Act (NJAC 7:10). McGowan LLC will provide the following services to the Client:

- Provide a qualified Licensed Operator who will perform a monthly site visit and complete a monthly site visit report which will be submitted to McGowan LLC, leaving a copy for the client.
- Perform a file review to determine compliance history and establish a future testing schedule. (Ongoing)
- Order all required laboratory testing on a quarterly basis and evaluate results (duplicate test results are kept in our office on our server and backed up)
- In the event of a water quality violation, manage all follow up procedures and provide public notification for posting; client is responsible for distribution of public notices.
- Apply for all available waivers and testing reductions and fill out DEP questionnaires, if appropriate
- Prepare and regularly update an Operations & Maintenance Manual and Emergency Response List
- Prepare a Revised Total Coliform Sampling Plan to be submitted to your laboratory and kept on site
- Prepare a Lead & Copper Sampling Plan
- A letter from the NJDEP that increases the Water Quality Parameter testing to 30 additional tests per year because you adjust your pH or utilize corrosion control equipment will trigger a \$50 per month increase in our charge to you
- Notify the Client of all new regulations to enable them to comply with same (future new regulations requiring work outside the scope of this agreement may require a one-time surcharge based on the number of hours involved).
- Advocate with the DEP and County Environmental Health Agencies (CEHA) on the Client's behalf (if requested by client). Appearance at onsite conferences, hearings and inspections, by John McGowan etc. will be charged separately at the rate of \$90/hr. plus travel time at the rate of \$60/hr. If conference is required due to a violation based on an error on the part of McGowan LLC, there will be no charge.
- If additional site visits by the Licensed Operator are required by the County or BSDW, each visit will be billed at \$80 per hour or portion thereof.
- Prepare treatment recommendations for the DEP, when necessary
- Coordinate work done for the Client by laboratories, well companies, water treatment companies and other water related service companies (fees for these services will be billed to the Client directly by service provider)
- Client is responsible for forwarding any inspection reports, correspondence, schedules and/or notices from the local, county or Bureau of Safe Drinking Water agencies.

**Member: American Water Works Association, New Jersey Water Association,  
National Ground Water Association and Water Quality Association**



**McGOWAN LLC**  
**WELL WATER COMPLIANCE MANAGEMENT**

Trish Martucci, Business Administrator  
 Franklin Township Elementary School  
 Date: As of July 1, 2017  
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The services provided to the Client by McGowan LLC are intended to assist the Client in its effort to comply with the Local, County and State regulatory and enforcement agencies. In the event that a fine is imposed due to an error or omission on the part of McGowan LLC, McGowan LLC will pay any fine imposed by the regulatory agency. McGowan's liability to the Client or any third party for claimed loss or damage relating to services under this Agreement shall be limited to the payment of a fine up to \$1,000 for each well relating to any compliance issue beginning the date of this Agreement for which the fine is related solely to the fault of McGowan LLC. Client is responsible for complying with any and all requirements with regard to the system's infrastructure. This includes timely repair or replacement of equipment, storage and distribution lines as well as scheduled meter calibration and storage tank cleaning. It is the responsibility of the client to comply with any actions or upgrades called for in the annual inspection report.

The U.S. Environmental Protection Agency's Lead and Copper Rule under the Safe Drinking Water Act has specific collection requirements that must be adhered to when sampling for lead and copper. Please contact our office should you have any questions concerning your sampling requirements. Sampling must be completed by onsite personnel with a specific protocol. It is the responsibility of the system to properly take samples when required. McGowan LLC will order the required number of bottles to be delivered by the lab. When you receive the bottles, call our office to review the requirements.

The Client agrees to pay to McGowan LLC the following fees:

Monthly service charge for licensed operator and compliance management services: \$200.00

Monthly service charges are billed on a quarterly basis, in advance of the quarter. The first payment of \$600.00 is due on signing of this agreement. Thereafter, invoices will be submitted quarterly in the amount of \$600.00.

Consumer Confidence Report or Water Quality Report \$190.00 Please check Yes  or No   
 (Required for Community Systems and child care centers/schools)

Revised Total Coliform Rule Sampling Plan and Lead/Copper Sampling Plan (one time charge): \$250.00

This agreement is for one year from the date signed and may be cancelled by either party with 60 days' notice. After the one year is up, the agreement will continue on a month to month basis and the monthly fees may be increased, with notice to the client.

Agreed to and accepted on the date set forth above:

Franklin Township Board of Education

Patricia Martucci, Business Administrator

Fax: (908)735-0368

Tel: (908) 735-7929

E-Mail: [pmartucci@ftschoool.org](mailto:pmartucci@ftschoool.org)

**Member: American Water Works Association, New Jersey Water Association,  
 National Ground Water Association and Water Quality Association**