

Rondout Municipal Center Water/Environmental Consultants  
Supervisory Service Water Operations Contract

**AGREEMENT**

By and between ENVIRONMENTAL CONSULTANTS, L.L.C. a New York limited liability company, P.O. Box 3148, 4 COMMERCE STREET, Poughkeepsie, NY 12603 and Rondout Municipal Center, 1915 Lucas Avenue, Cottekill, NY 12419 (Hereafter referred to as "Rondout Municipal Center")

**WITNESSETH:**

WHEREAS, RONDOUT MUNICIPAL CENTER wishes to provide centralized and uniform supervisory operation and administration of the RONDOUT MUNICIPAL CENTER TOWN OFFICES water treatment facility.

WHEREAS, Environmental Consultants, L.L.C. has agreed to provide the same;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

1. **DISTRICTS/FACILITIES COVERED:**

Water Facilities:

Rondout Municipal Center Town Offices water system treatment facility

HERETO, referred to as "the sites":

2. **SERVICES TO BE PROVIDED BY ENVIRONMENTAL CONSULTANTS, L.L.C.**

**A:** To supervise compliance with the permits and regulations of the Ulster County Department of Health and the New York State Department of Health.

**B:** Environmental Consultants will be the "operator of record" and meet the certification requirements of the Ulster County Health Department and the New York State Health Department.

**C:** To provide twenty-four (24) hour, seven (7) day per week emergency call service. All emergency repairs will be billed at the rate discussed in Section 5-C of this contract.

**D:** To work with the building staff to supervise the public water system on a weekly basis to supervise and maintain the chlorination system, collect all regulatory samples and deliver them to a certified laboratory. Complete, sign and submit monthly regulatory reports. Rondout Municipal Center agrees to provide staffing to conduct daily operation including meter reading and chlorine residual testing.

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**E:** To provide, monthly routine and periodic maintenance, data accumulation and associated reporting to the satisfaction of all involved regulatory agencies and RONDOUT MUNICIPAL CENTER.

**F:** To provide, as required, evaluation and assessment reports to RONDOUT MUNICIPAL CENTER. Said reports will be prepared to provide the board with the following essential information.

- a) Summary of the effectiveness of the treatment facilities as it relates to the regulations and standards.
- b) Evaluation of the probable cause for any noncompliance with the standards and regulations.
- c) Provide RONDOUT MUNICIPAL CENTER with recommendations relative to a plan of action to resolve and or correct any compliance deficiencies including the cost estimates to affect same.

**G:** To conduct all business at the specific sites in a sanitary manner.

**H:** To provide the necessary data required for the preparation of the budget relating to the various treatment facilities.

**I:** To cooperate fully with other RONDOUT MUNICIPAL CENTER professionals and representatives.

**J:** To be available for routine inspections and meetings with the Ulster County Department of Health and the NYS Department of Health.

**K:** To comply with all applicable Federal State and Local laws, rules and regulations.

**L:** To collect all necessary samples and deliver them to a NYS certified laboratory. All NYS certified testing analysis will be paid for by RONDOUT MUNICIPAL CENTER invoiced directly by the laboratory.

**N:** This contract is based on existing plant equipment and required operational methods. It is understood that if these items vary drastically, and require additional man hours, the cost for same shall be negotiated.

**3. SERVICES NOT PROVIDED BY ENVIRONMENTAL CONSULTANTS, L.L.C**

**A:** Engineering fees and legal fees.

**B:** Utility costs: to be billed directly to RONDOUT MUNICIPAL CENTER.

**C:** Chemical costs.

**D:** Emergency repairs (see Section 2-C).

**E:** Laboratory fees.

**F:** Supplies and materials.

**G:** Daily system operation and maintenance

**H: Permit fees and permit renewals**

**4. TERM OF THE AGREEMENT**

The initial term of the agreement will be for a period of three (3) years commencing on the Service Commencement date. Thereafter, this agreement shall be automatically renewed for a subsequent one-year period annually, unless canceled by either party for any reason by written notice to the other party no less than 30 days before the expiration of such period. The Service Commencement date shall be February 1, 2022.

Either party hereto may terminate this agreement without cause on 60 days' prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or be hand delivered. If hand delivered, the notice shall be effective as of the date of delivery. If mailed, on the date of posting.

**5. COMPENSATION**

**A:** Environmental Consultants, L.L.C. shall be compensated as follows:

First year: **Operation & Maintenance:** \$6,000.00 per year billed in equal monthly installments of \$500.00 to be invoiced in advance and payable within 30 days of The invoice.

**B:** RONDOUT MUNICIPAL CENTER agrees to reimburse Environmental Consultants, L.L.C. promptly for all costs billed to RONDOUT MUNICIPAL CENTER for services beyond these basic amounts. A 2% per month late charge will be added to all late payments.

**C:** Additional man hours for services not covered in section 2 of this agreement will be billed at the following rates.

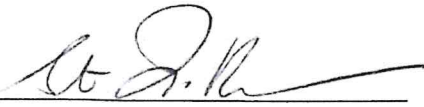
<b>1:</b> Technical Specialist/Owner	\$125.00 per hour
<b>2:</b> Chief Operator / Mechanic:	\$75.00 per hour
<b>3:</b> Plant Operator	\$65.00 per hour
<b>4:</b> Laborer	\$50.00 per hour

Additional hours would only be billed with the prior approval of RONDOUT MUNICIPAL CENTER and paid in accordance with section (5-B) of this agreement.

**D:** Annually at the renewal date, the above fees will be adjusted based on change of the Consumer Price Index (CPI) as published by the United States Department of Labor for the NY-NY-NJ Section of the United States.

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**E:** Environmental Consultants, L.L.C. shall, at the time of the execution of this agreement, maintain insurance in the minimum amount of \$4,000,000.00 for personal injury and property damages as well as statutory workers' compensation and disability coverage, a copy of which policy Environmental Consultants, L.L.C. agrees to supply to RONDOUT MUNICIPAL CENTER. Such policy shall be in full force and affect during the term of this agreement. Notice of any changes, cancellations, or renewals of such insurance shall be promptly given to RONDOUT MUNICIPAL CENTER. A new policy shall be provided at the onset of each contract year.

By:   
Steven J. Mance  
Vice President  
Environmental Consultants, L.L.C.

Date: 2/1/2022

By: \_\_\_\_\_  
Jeanne L. Walsh Town of Rosendale Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Parete Town of Marbletown Supervisor