



P.O. Box 3148 ♣ Poughkeepsie, NY 12603 ♣ 845-486-1030 tel ♣ 845-473-0560 fax

May 29, 2014

Chris Marx
Highway Superintendent
Town of New Paltz
PO Box 550
New Paltz, NY 12561

Re: Wastewater System Operation

Dear Mr. Marx:

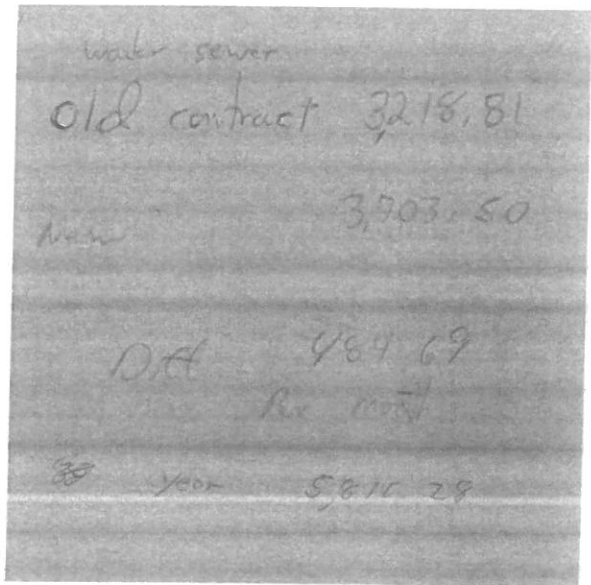
Please find enclosed our proposed contract for full service operation of the Town of New Paltz wastewater treatment facility. If the contract is acceptable to you please sign both copies, return a copy to us and retain one for you records..

We thank you for this opportunity to expand our services to the Town of New Paltz. If you have any questions on the contract, or would like something changed in it, please do not hesitate to call me at (845) 486-1030 or Chris Jaeger at (914) 489-1611.

Yours truly,

Steven J. Mance
Principal

cc: Chris Jaeger, Environmental Consultants



FULL OPERATIONS CONTRACT

By and between ENVIRONMENTAL CONSULTANTS, L.L.C. a New York limited liability company, P.O. Box 3148, Poughkeepsie, NY 12603 and TOWN OF NEW PALTZ PO BOX 550, NEW PALTZ, NY 12561 (Hereafter referred to as "Town of New Paltz")

WITNESSETH:

WHEREAS, Town of New Paltz wishes to provide centralized and uniform supervisory operation of the Wastewater Treatment Facilities and collection system listed in Section 1.

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:**

Wastewater and Collection Facilities:

Town of New Paltz Wastewater Treatment Plant

HERETO, referred to as "the sites":

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

A: To operate the wastewater facility in a manner to maintain compliance with the permits and regulations of the Ulster County Department of Health and the NYS Department of Environmental Conservation to include testing and reports required by them.

B: To be the NYS certified "operator of record" with the Ulster County Health Department and the NYS Department of Environmental Conservation.

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 6 of this contract.

D: To implement and direct all actions deemed appropriate, to ascertain the goals and objectives of the districts, and appropriate regulatory agencies.

E: To provide wastewater treatment plant operation, data accumulation and associated reporting to the satisfaction of all involved regulatory agencies and the Town of New Paltz. The Town of New Paltz agrees to provide a daily operator with exception of weekends, holidays and vacation time.

F: To provide, as required, evaluation and assessment reports to Town of New Paltz Associates. Said reports will be prepared to provide the board with the following essential information.

1. Summary of the effectiveness of the treatment facilities as it relates to the regulations and standards.
2. Evaluation of the probable cause for any non-compliance with the standards and regulations.
3. Provide Town of New Paltz with recommendations relative to a plan of action to resolve and or correct any compliance deficiencies including the cost estimates to affect same.
4. Evaluate the operation and condition of existing equipment.

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 Town of New Paltz professionals and representatives.

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

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

L: 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.

M. Collect and deliver to a NYS certified environmental laboratory all required laboratory samples. Laboratory analysis fees will be billed to the Town of New Paltz directly by the laboratory.

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

- A:** Engineering fees and legal fees.
- B:** Utility costs: to be billed directly to Town of New Paltz Associates.
- C:** Chemical costs.
- D:** Emergency repairs (see Section 2-C).
- E:** Laboratory fees, as noted in Section 2-M.
- F:** Supplies and materials.
- G:** Individual customer meter reading, billing and collection services

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, 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 July 1, 2014.

Either party hereto may terminate this agreement without cause on 30 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: Supervisory Operation: \$44,442.00 per year billed in equal monthly installments of \$3,703.50 to be paid in 30 days of receipt of invoice.


B: Town of New Paltz Associates agrees to reimburse Environmental Consultants, L.L.C. promptly for all costs billed to Town of New Paltz Associates for services beyond these basic amounts.

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

1: Technical Specialist/Owner	\$81.36 per hour
2: Chief Operator / Mechanic:	\$66.11 per hour
3: Plant Operator	\$55.94 per hour
4: Laborer	\$40.68 per hour

D: In each succeeding year, starting June 1, 2015, Environmental Consultants, L.L.C. shall receive an increase over the sums listed in section (5-A&C) of this agreement equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeast Section of the United States. The increase will be based on the May reported figures for each year. Environmental Consultants, L.L.C. will provide Town of New Paltz with a copy of said report.

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 Town of New Paltz. 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 Town of New Paltz. A new policy shall be provided at the onset of each contract year.

By: 
Steven J. Mance
Principal
Environmental Consultants, L.L.C.

Date: 5/29/2014

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Town of New Paltz

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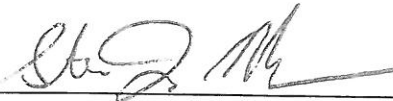
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