

**RESOLUTION – PHEASANT RUN – ACCEPTANCE OF PROPOSAL (MAINTENANCE)**

At a meeting of the Rensselaer County Water and Sewer Authority, held at 1600 Seventh Avenue, Troy, New York, on the 23<sup>rd</sup> day of August, 2017, at 3:00 p.m. local time, the following Members of the Authority were:

	<b>PRESENT:</b>	<b>ABSENT:</b>
Robert Pasinella, Jr.		X
Kenneth M. Harting	X	
John Mooney	X	
John Fetscher	X	

**ALSO PRESENT:**

John J. Bonesteel, Chief Executive Officer  
Jay H. Sherman, Secretary  
Philip H. Dixon, Authority Counsel  
Henry V. LaBarba, P.E., Authority Consulting Engineer

After the meeting had been duly called to order, the following Resolution was offered by Mr. Mooney, and seconded by Mr. Fetscher to wit:

**WHEREAS**, the Rensselaer County Water and Sewer Authority has determined that it is appropriate to retain a septic pumping and maintenance service for its Pheasant Run septic system in the Town of Schodack; and

**WHEREAS**, the Authority circulated a request for proposals for such services, and received one response thereto, from Mountain Top Portable Toilets LLC; and

**WHEREAS**, the Authority has reviewed the response to its request for proposals and has determined that it is in the public interest to accept the proposal of Mountain Top Portable Toilets LLC.

**NOW, THEREFORE**, it is hereby

**RESOLVED**, the Rensselaer County Water and Sewer Authority hereby accepts the proposal of Mountain Top Portable Toilets LLC for septic pumping and maintenance services, for the Pheasant Run septic system in the Town of Schodack. And it is further

**RESOLVED**, that the Chairman and/or Chief Executive Officer are hereby authorized to sign a contract, in the form annexed hereto, and other documentation consistent herewith and with the Authority's request for proposals.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Robert Pasinella, Jr.	voting	Absent
Kenneth M. Harting	voting	Yes
John Mooney	voting	Yes
John Fetscher	voting	Yes

The foregoing Resolution was thereupon declared duly adopted.

## **AGREEMENT**

This Agreement made as of the 1<sup>st</sup> day of April, 2017, between the Rensselaer County Water and Sewer Authority, having offices at 1600 Seventh Avenue, Troy, New York 12180 (the “Authority”), and Mountain Top Portable Toilets LLC, having offices at 21 Second Dyke Road, Averill Park, New York 12018 (“Mountain Top”).

**WHEREAS**, the Authority owns and operates a septic system in the Pheasant Run subdivision in the Town of Schodack consisting of 15 individual holding tanks and a central leach field; and

**WHEREAS**, in April 2017, the Authority issued a request for proposals for the pumping and routine maintenance of the holding tanks and leach field in the subdivision; and

**WHEREAS**, Mountain Top was the only contractor to submit a proposal for such services; and

**WHEREAS**, the Authority has examined Mountain Top’s proposal and has determined that it is in the public interest to accept Mountain Top’s proposal.

**NOW, THEREFORE**, the Authority and Mountain Top hereby agree as follows:

1. **Term.** The term of this Agreement shall be three (3) years, commencing on April 1, 2017, and ending on March 31, 2020 (the “Contract Period”). This Agreement may be terminated by the Authority or Mountain Top upon thirty (30) days’ written notice to the other party.

2. **Services.** Mountain Top shall provide the following services:

A. During the course of the Contract Period, Mountain Top shall pump out each of the holding tanks located at each homestead parcel and the holding

tank(s) located at the central leach fields once. Mountain Top shall supply the Authority with a list of the tanks serviced, with any repairs or recommendations noted.

- B. Mountain Top shall be available for emergency maintenance/repairs at the direction of the Authority or, if the Authority cannot be contacted, at the request of the homeowner serviced by the Pheasant Run system. In such case Mountain Top shall notify the Authority that service has been requested and/or provided as soon as possible.
- C. Mountain Top shall work in cooperation with the Authority-selected plumbing service provider for repairs outside the scope of this contract or the expertise of Mountain Top and shall contact such plumbing service provider upon such finding. Notwithstanding the provisions of this paragraph, Mountain Top may initiate minor plumbing repairs in the case of an emergency condition and shall notify the Authority of such action as soon as possible.

3. **Payment.** The Authority shall pay Mountain Top One Hundred Fifty Dollars (\$150.00) for each holding tank pumped out, where at least 800 gallons of effluent has been removed. If a lesser amount than 800 gallons of effluent is removed from any tank, or more than 1,000 gallons has been removed, such removal shall be billed at Fifteen Cents (\$.15) per gallon pumped. Mountain Top shall also inspect and pump out the holding tank(s) at the central leach fields and such removal shall also be billed at the rate of Fifteen Cents (\$.015) per gallon pumped. Payment for any additional emergency maintenance or repairs shall be as agreed upon by the parties and shall be billed at the hourly rates and cost factors as contained in the response to Request for Proposal submitted by Mountain Top, a copy of which is

annexed hereto as **Exhibit A** and is made a part hereof. Mountain Top shall present a detailed invoice of all charges and, if applicable, documentation of compliance with prevailing wage requirements to the Authority and the homeowner as a condition of payment. Such invoice shall be signed by the Pheasant Run homeowner or their representative indicating that the service has been performed to their satisfaction.

4. **Indemnification.** The Authority and Mountain Top agree to indemnify and hold harmless each other for any damages, costs or injuries suffered as a result of the indemnifying party's negligence.

5. **Insurance.** Mountain Top shall maintain insurance coverage for comprehensive general liability (\$1 million), automobile (\$1 million), workers compensation and employer's liability (legally required limits) and shall provide proof of such insurance upon request by the Authority.

6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and may only be changed by a written amendment signed by both parties.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have set their hands as of the day and year first written above.

RENSSELAER COUNTY WATER  
AND SEWER AUTHORITY

By: \_\_\_\_\_  
Robert Pasinella, Jr., Chairman

MOUNTAIN TOP PORTABLE TOILETS  
LLC

By: \_\_\_\_\_  
Mark Cioffi II, Member

## EXHIBIT A



RE: Pheasant Run Service

Dear Philip H. Dixon

The following are the current rates for the Pheasant run services,

- Pumping septic tank up to 1000 Gallons \$150
- Additional gallons over 1000 @ \$0.15 per gal
- \$400 emergency service charge added for service after normal business hrs of M-F 7:30am-5:00 Pm
- \$550 emergency service charge added for service on a holiday
- \$100 service charge if not scheduled 2 days prior but can be serviced during normal business hrs.
- \$75 hand dig cover ( I believe this applies to one or two houses)

Sincerely  
Mark Cioffi II (member)

A handwritten signature in black ink, appearing to read 'Mark Cioffi II', written over the printed name.

Mountain Top Portable Toilets  
(518) 712-5118