

RESOLUTION – PHEASANT RUN – ACCEPTANCE OF PROPOSAL (PLUMBING)

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

	PRESENT:	ABSENT:
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 plumbing and maintenance service for its Pheasant Run septic system in the Town of Schodack; and

WHEREAS, the Authority approved and circulated a request for proposals for such services, and received one response thereto, from A Septic Service, LLC; and

WHEREAS, the Authority has reviewed the responses to its request for proposals and has determined that it is in the public interest to accept the proposal of A Septic Service, LLC.

NOW, THEREFORE, it is hereby

RESOLVED, the Rensselaer County Water and Sewer Authority hereby accepts the proposal of A Septic Service, LLC for septic plumbing and maintenance services, for the Pheasant Run septic system in the Town of Schodack.

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.

The foregoing Resolution was thereupon declared duly adopted.

AGREEMENT

This Agreement made as of the 1st 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 A Septic Service, LLC, having an address of P.O. Box 86, Rensselaer, New York 12144 ("A Septic").

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 a septic system plumbing and maintenance firm to help service the system; and

WHEREAS, A Septic was the only contractor to submit a proposal for such services; and

WHEREAS, the Authority has examined A Septic's proposal and has determined that it is in the public interest to accept A Septic's proposal.

NOW, THEREFORE, the Authority and A Septic hereby agree as follows:

1. **Term.** The term of this Agreement Extension shall be three (3) years, commencing on April 1, 2017, and ending on March 31, 2020. This Agreement may be terminated by the Authority or A Septic upon thirty (30) days' written notice to the other party.

2. **Services.** A Septic shall provide the following services:

A. A Septic 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, A Septic shall notify the Authority that service has been requested and/or provided as soon as possible.

- B. A Septic shall work in cooperation with the Authority-selected pumping and maintenance service provider to address repairs outside of the scope of the expertise of the Authority-selected pumping and maintenance provider. A Septic may undertake pumping and maintenance services if such are necessary to allow A Septic to address an emergency condition, and shall notify the Authority of such action as soon as possible.
- C. Every six months during the Contract Period, A Septic shall inspect the central leach fields to ensure that the use of such fields is being staggered periodically and for any abnormalities or leakage of effluent, and provide the Authority with the results of such inspection and any recommended repairs and improvements related thereto.

3. **Payment.** The Authority shall pay A Septic at the hourly rates and cost factors as contained in the response to Request for Proposal submitted by A Septic, a copy of which is annexed hereto as **Exhibit A** and made a part hereof. A Septic 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 A Septic 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.** A Septic 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.

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

A SEPTIC SERVICE, LLC

By: _____
Anthony P. Corellis, Jr., Owner

EXHIBIT A

Anthony P. Corellis, Jr
PO Box 86
Rensselaer, NY 12144
T: 518-477-5600 F: 518-477-9422

Proposal

Date: 04/06/17

To: Rensselaer County Sewer and Water Authority
Ned Pattison Government Center
1600 Seventh Avenue, 5th Floor
Troy, NY 12180
T: (518) 270-2914

Payment to be made as follows:

SERVICE INVOICE

ATTN: Robert Pasinella, Jr., Chairman

Our proposal for maintenance costs using cost based estimating (labor costs, + material cost + 15%, + equipment cost, + 30% for profit and overhead) using scale below for the Pheasant Run septic system located in the town of Schodack NY:

Labor rates NYS prevailing wage (Rensselaer County):

Operator hourly wage \$ 40.46 + \$ 20.20 for supplemental benefits total hourly wages \$ 60.66

Laborer hourly wage \$ 29.34+ \$ 20.95 for supplemental benefits total hourly wages \$ 50.29

Note: prevailing wage rates subject to change due to annual increases next increase due 7/1/14

Equipment rates (hourly)

Mini Excavator (4 hour minimum)	\$ 25.00
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Backhoe (4 hour minimum)	\$ 35.00
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Dump Truck (4 hour minimum)	\$ 30.00
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Sewer Jet (4 hour minimum)	\$ 150.00
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Power Snake (4 hour minimum)	\$ 30.00
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Material cost

Based on actual cost + delivery and any shipping and handling and multiplied by 15%

Total to be multiplied by 30% for profit and overhead

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the proposal. All agreements content upon strikes, accidents or delays beyond our control. In the event the Owner fails to pay any periodic payments or payments due for work performed, Contractor may cease work without breach pending payment or resolution of any disputes. Owner agrees to pay a/y all collections costs and legal fees incurred by Contractor in order to collect debt owed under this proposal. Owner to carry fire, tornado and other necessary insurance.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance _____

Owners' Signature _____

Date:

Authorized Signature:

Anthony P. Corellis, Jr. — A Septic Service, LLC
www.asepticsvc.com