



## Environmental Services

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### Water and Sewer Billing, Collection, and Data Maintenance For The Village of Millbrook

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#### *Scope of Services*

VRI will provide the Village of Millbrook a turnkey water billing solution including:

1. Downloading/uploading of meter readings
2. Review and proofing of readings
3. Notification of re-reads
4. Maintenance of data
5. Final readings made and billed
6. Printing of bills
7. Mailing of quarterly bills (Postage, envelopes, paper will be billed to the Village accordingly)
8. Monthly penalties and interest bills (Postage, envelopes, paper will be billed to the Village accordingly)
9. Collection of Payments from Village Office
10. Deposit of payments with deposit slip and report given to Clerk-Treasurer
11. Daily/Weekly/Monthly/Quarterly/Annual reporting
12. Final Notices and shutoffs for non-payment
13. Customer Service calls and resolution
14. Customers will have office and phone access to Billing Staff from 9-4 Monday through Friday at 1847 Route 55, Lagrangeville, NY 12540

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*VRI Environmental Services, Inc.*  
1847 Rt 55  
LaGrangeville, NY 12540

[www.vri-usa.com](http://www.vri-usa.com)

845-677-3839  
Toll Free: 800-880-6165  
Fax 845-677-3940

***Village Responsibilities:***

***Fee***

The fee for this service shall be \$15,000 per year billed in twelve (12) equal monthly installments of \$1250.00.

***Term***

The term shall coincide with the Operations Agreement currently in place between the Village of Millbrook and VRI Environmental Services, Inc.

***Termination***

Termination shall be upon ninety (90) days written notice throughout the term of the agreement.

***Annual Increase***

In each succeeding year, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States with a minimum of 2%. The increase will be based upon the commencement date figures for each year. VRI agrees to provide Owner with a copy of the United States Department of Labor report before any increases go into effect.

I agree to the terms and conditions to the above proposal

Accepted by: \_\_\_\_\_



Mayor Rodney Brown

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

2.21.2019

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LaGrangeville, NY 12540*

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**Village of Millbrook**  
**Water and Wastewater**  
**Treatment Facilities**

*submitted by*

**VRI Environmental Services, Inc.**  
**(VRI)**

**January 2017**

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## ADMINISTRATIVE OVERSIGHT CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 1847 Route 55, LaGrangeville, New York 12540 (hereinafter referred to as "VRI"), and the Village of Millbrook, P.O. Box 349, Millbrook, New York 12545 (hereinafter referred to as "OWNER"):

### WITNESSETH:

WHEREAS, Owner wishes to provide centralized and uniform operations oversight and management of the Owner's Water and Wastewater Treatment Facilities, including the associated distribution and collection systems.

WHEREAS, VRI has agreed to provide the same; and

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

#### I. Scope of Services

- a. VRI will staff the Owner's Water and Wastewater Treatment Facilities including the Water Tower and Pump Stations with sufficient personnel qualified in technical, administrative and management duties with required certifications required by the NYS DEC and the Department of Health seven days per week, 365 days per year to meet Dutchess County Health Department and New York State Department of Health regulations.
- b. VRI will provide employees experienced in the operation of water and wastewater treatment facilities. The level of certification will be consistent with regulatory requirements. The staffing plan shall promote proper and efficient operation and preventative maintenance according to the owner's manual of the Treatment equipment of the owner's facility.
- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Health, including inspections, all daily testing and periodic reports required by same. VRI will also maintain a professional relationship with all local and state regulatory agencies.

- d. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services will consist of necessary operational and mechanical work completed outside of the normal business hours (8:00 am – 4:00 pm Monday – Friday), and any required technical repairs necessary, outside of the normal preventative maintenance schedules, that relate to the facilities normal operation and any circumstance putting the facility into any non-compliance status with regulatory agencies (process or equipment bypass, equipment failure, emergency leaks, pressure loss, distribution or collection system emergencies, but not limited to). Projects and Emergency Service hours shall be billed as per Compensation (V) section (b).
- e. VRI will provide the necessary data required for, and assist Owner personnel in budget preparation relating to the various treatment facilities.
- f. VRI will be available for routine inspections and meeting with all regulatory agencies.
- g. VRI will comply with all applicable Federal, State and Local laws, rules and regulations.
- h. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, and laboratory.

## II. Services Not Provided by VRI:

- a. Engineering fees and legal fees.
- b. Utility costs.
- c. Chemical costs.
- d. Sludge hauling and removal (both wet and dry).
- e. Laboratory fees.
- f. Equipment and Supplies.
- g. Emergency Repairs see Scope of Services section I. d.
- h. Facility repairs- repairs outside the normal scope of service section I. a. through i.

- i. Capital improvements
- j. Attainment and payment of all permitting fees

Note: all supplies and materials purchased by VRI will be subject to a markup of 25%.

**III. Term of the Agreement:**

- a. The initial term of this Agreement shall be for five (5) years commencing on the Service Commencement Date. Thereafter, this Agreement shall be automatically renewed for a subsequent five-year period, unless canceled by either party for any reason by written notice to the other party no less than 90 days before the expiration of such period. The Service Commencement Date shall be February 1, 2017.

**IV. Termination:**

- a. Either party hereto may terminate this agreement for cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.

**V. Compensation:**

- a. VRI shall be compensated as follows:

Water

(\$59,448.50) per year for monthly operations

Sewer

(\$114,835.00) per year for monthly operations

Please see Water and Sewer billing contract for additional compensation

To be paid in twelve equal installments.

In each succeeding year, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States with a minimum of 2%. The increase will be based upon the commencement date figures for each year. VRI agrees to provide Owner with a copy of the United States Department of Labor report before any increases go into effect.

b. In the event that Owner requests VRI to provide services over and above those set forth herein, said services will be billed at the following prevailing wage rates (please note that prevailing wage rates are subject to change as per the New York State Department of labor):

1. Principal	\$125.00 per hour
2. Technical Specialist	
- Electrician	\$104.00 per hour
- Plumber	\$107.00 per hour
- Mechanic	\$104.00 per hour
4. Operator	\$55.00 per hour
5. Laborer	\$85.00 per hour
6. Administration	\$45.00 per hour

All invoices are payable thirty (30) days from invoice date. Invoices will be presented on the first day of the month that services are to be provided. All statements over thirty (30) days will incur a 1 1/2% per month service charge.

VI. Insurance:

VRI shall maintain the following minimum insurance during the term of this Agreement:

- a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit for personal injury and property damages.
- b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000) for each accident.
- c. Automobile Liability Insurance in the amount of one million dollars (1,000,000.00) for collision, comprehensive, bodily injury and property damages.
- d. Umbrella Form Excess Liability Coverage in the amount of two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate.

Upon commencement of this contract, VRI shall furnish the Owner with satisfactory proof of such insurance, given the OWNER while this Agreement is in effect. These policies will be in effect at the time VRI commences services hereunder at the Treatment Facilities. Owner shall

be named as an additional insured to the policy. VRI agrees to require the insurer to provide Owner with a thirty (30) day prior written notice of the cancellation of any policy hereunder.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

## VI. Indemnification

### A. Claims by Owner

With respect to any and all claims by OWNER, VRI agrees to defend, indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator *or* management negligence of VRI.

VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

### B. Claims by Third Parties

Owner acknowledges that, in seeking the services of VRI under this Agreement, OWNER is requesting VRI to undertake uninsurable environmental and other operational obligations for the OWNER'S benefit. Therefore, OWNER agrees that, with the exception such liability as may arise out of negligence by VRI in performing services under this



Agreement, OWNER shall indemnify, defend and hold harmless VRI, inc., its directors, officers, employees and agents from and against any and all claims caused, arising out of or occasioned by wrongful acts of OWNER, its employees or officers persons in violation of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA or RCRA and directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substance, waste pollutants or contaminants of any kind, whether at OWNER'S Treatment Facilities or at any other location.

C. Damages

In no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

VII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best efforts basis. VRI shall not be responsible for effluent characteristics or damages, fines, penalties or claims resulting there from; if any additional expense is incurred by VRI in such operations, that expense shall be allocated as set fourth in this agreement.

VIII. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any such equipment in the normal daily operation, maintenance and emergency repair of the Owner's facilities. VRI shall provide a yearly inventory of all Village property and materials as it pertains to the Water and Wastewater facilities and operations. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times.

**IX. Independent Contractor:**

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner.

**X. Enforcement:**

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

**XI. Assignment:**

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.
- b. VRI may subcontract work under this Agreement to any fully qualified and competent third party upon notice to and approval of Owner (which approval shall not be unreasonably withheld) , but may not assign any of its rights or obligations under this Agreement to any third party without the express written consent of Owner. Owner may assign any of its rights or obligations under this Agreement to any successor entity, which may take title to, or responsibility for the Facilities, in whole or in part.

**XII. Entire Agreement:**

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations or agreements. This Agreement may be modified only by written amendment signed by both parties.
- b. In the event of a dispute, the parties agree that the law of the State of New York shall apply and that any litigation shall be brought in the Supreme Court of Dutchess County.

**XIII. Notices:**

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested postage prepaid, or by facsimile with a follow up notification by United States Postal Service. Notices required to be given to VRI shall be addressed as follows:

Mr. Joseph McLaughlin  
President  
VRI Environmental Services, Inc. (VRI)  
1847 Route 55  
LaGrangeville, New York 12540  
845-677-3839

b. Notices required to be given to Owner shall be addressed as follows:

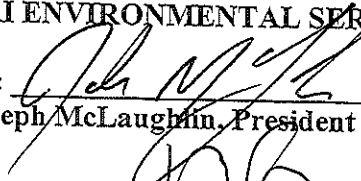
Rodney Brown, Mayor  
Village of Millbrook  
P.O. Box 349  
Millbrook, New York 12545

XIV. Severability:

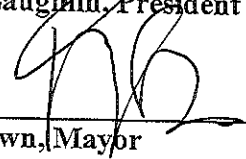
a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental Services, Inc. (VRI) have caused this Agreement to be duly executed as of the day and year first above written:

VRI ENVIRONMENTAL SERVICES, INC. (VRI):

By:   
Joseph McLaughlin, President

Date: 2/21/2017

By:   
Rodney Brown, Mayor

Date: 2.21.2017

RESOLUTION

Mayor Brown introduced the following resolution, which was seconded by  
Trustee Hicks, reading as follows:

WHEREAS, the Board of Trustees wishes to enter into a contract with VRI  
Environmental Services Inc. upon the terms and conditions annexed hereto as **Exhibit A**; and

NOW, IT IS HEREBY RESOLVED that the Village Board of Trustees hereby authorizes  
the Mayor or Deputy Mayor to execute the proposed Contract annexed hereto as **Exhibit A** or  
any other agreement having substantially the same or similar provisions.

The foregoing resolution was duly put to a vote which resulted as follows:

Mayor Brown	<u>Aye</u>
Trustee Rochfort	<u>Aye</u>
Trustee Herzog	<u>absent</u>
Trustee Hicks	<u>Aye</u>

DATED: Millbrook, New York  
February 21, 2017

Sarah J. Witt  
SARAH J. WITT, Village Clerk  
Village of Millbrook