



## AGREEMENT

**BETWEEN THE TOWN OF JOHNSBURG AND CEDARWOOD ENVIRONMENTAL SERVICES**

**FOR SERVICES AS A CONTRACT WATER TREATMENT PLANT OPERATOR FOR THE NORTH CREEK WATER DISTRICT**

**THIS AGREEMENT** made the 16th day of January, 2021, by and between the Town of Johnsburg, located at 219 Main Street North Creek, New York, 12853 (herein referred to as the Owner), and Cedarwood Environmental Services having a place of business at 464 Main Street, P.O. Box 1360, Oneonta, New York 13820, (herein referred to as the Operator).

### **WITNESSETH:**

**WHEREAS**, the Town of Johnsburg seeks to contract for operation of their North Creek District Water Treatment Plant and to maintain professional administration of the same facility for a period of one (1) year,

**AND WHEREAS**, the Town is seeking to enter into an agreement for the purchase of services for Operator and Engineer to complete the agreed upon tasks as they relate to the operation of the North Creek Water District Treatment Plant for a period of one (1) year,

**AND WHEREAS**, the Operator has submitted a proposal to the Owner for contract operations, for engineering support services, supervision and general administration, the Owner now requests to enter into an agreement.

**THEREFORE**, the Owner and the Operator do mutually agree as follows:

- (1) The Operator shall provide the following services to the Town, subject to modification at any time by the Town:
  - a. Daily check of water supplies, including all required daily testing, completion of operating reports, collection of routine samples, correspondence with regulatory agencies and any related inspections by regulatory agencies.
  - b. Staff provided by the Operator for the water treatment facility will meet requirements of the NYSDOH throughout the contract duration. Staff scheduling will be adequate to maintain facility compliance throughout the contract duration. The Operator shall provide the necessary backup operator for the water system.
  - c. Should the Operator be required to provide services beyond the above-mentioned services those services shall be provided only with prior authorization from the Owner and shall be billed at the following rates (emergencies will be managed without prior approval from the Town):

Engineering (not related to Operations)	\$130.00 per hour
Project Manager	\$100.00 per hour
Operations	\$90.00 per hour*

[Operator shall not be responsible for excavating].

*\*If work is completed under the New York State Prevailing Wage Law the hourly rate will be the current prevailing wage schedule for the locality where the work is performed.*

- (2) The Owner agrees to provide the following in conjunction with operation of the water treatment plant:

Lawn Care	Snow Removal
All Excavating	Chemicals
Maintenance Supplies	Equipment/Spare Parts
Building Maintenance	Necessary Safety Equipment
Utilities	Permit Fees [if applicable]
Insurance	Capital Improvements
Specialized Maintenance Contracts [if applicable]	

- (3) The Owner shall pay to the Operator, for the above-described services, a yearly sum as follows:

TOTAL PERSONNEL SERVICES:  
**February 1, 2021 – January 31, 2022: \$34,110.00**

BILLING FOR PERSONNEL SERVICES WILL BE TWELVE (12) MONTHLY CHARGES OF **\$2,842.50**


CONTRACT DURATION TO RUN FROM **February 1, 2021** UNTIL **January 31, 2022**. PAYMENTS ARE TO BE MADE ON A MONTHLY BASIS AND ARE DUE TO THE OPERATOR WITHIN THIRTY [30] DAYS OF INVOICE.

***IN WITNESS THEREOF***, the Owner and the Operator have hereunto set their hands the day and year first mentioned.

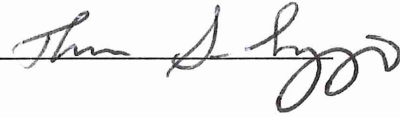
**TOWN OF JOHNSBURG, NEW YORK**

**CEDARWOOD ENVIRONMENTAL  
SERVICES**

By: \_\_\_\_\_  
Ms. Andrea Hogan  
Town Supervisor

By:  \_\_\_\_\_  
Brian Suozzo  
President

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

## ATTACHMENT 1

Article 1. ADDITIONAL SERVICES. In the event Owner requires additional services to be rendered by Operator in connection with the operation of the Plant, beyond the scope of the services described in this Agreement, Operator agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis. No additional work shall be undertaken by the Operator without prior approval of the Town Board.

Article 2. CONFLICT OF INTEREST. Operator stipulates that, upon information and belief, no member of the governing body of Owner, or officer or employee of Owner, forbidden by Law, is interested in, will derive benefit from, or is a party to this Agreement.

Article 3. PROVISIONS OF LAW. All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

Article 4. TERMINATION.

(a) This Agreement may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Operator is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this sub-agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Operator at the time of termination may be adjusted to cover any additional costs to the recipient because of the Operator's default. If termination for default is effected by the Operator, or if termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Operator for services rendered and expenses incurred prior to the termination.

(c) Upon termination, the Owner may take over the work and may award another party an agreement to complete the work under this Agreement. Any work the Owner takes over for completion will be completed at the Owner's risk, and the Owner will hold harmless the Operator from all claims and damages arising out of improper use of the Operator's work.

Article 5. REMEDIES. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the Owner and the Operator arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located. The parties agree that Delaware County shall be the proper venue of any such litigation or arbitration.

Article 6. INSURANCE. The Operator shall obtain and maintain during the life of this contract, at his own expense, such Worker's Compensation, Public Liability and Professional Liability insurance as will adequately protect the Operator from claims which may arise or result from the Operator's performance or by anyone employed by him. The minimum amounts of insurance shall be: (a) Statutory for Worker's Compensation, (b) \$1,000,000/\$2,000,000 Professional Liability coverage (Claims made type) with an appropriate deductible.