



**AGREEMENT**

**BETWEEN THE TOWN OF ANDES, NEW YORK**

**AND CEDARWOOD ENVIRONMENTAL SERVICES  
(DELAWARE OPERATIONS INC.)**

**FOR SERVICES AS A CONTRACT WATER TREATMENT PLANT**

**OPERATOR**

**THIS AGREEMENT** made the 12th day of September, 2019 by and between the TOWN OF ANDES, NEW YORK, located at the Town Hall, Andes, New York 13737, (herein referred to as the Owner), and Cedarwood Environmental Services, having a place of business at 8-12 Dietz Street, Suite 302, Oneonta, New York 13820, (herein referred to as the Operator).

**WITNESSETH:**

**WHEREAS**, the Owner is desirous to contract for the operation of their Water Treatment Plant, and to maintain professional administration of the same facility for a period of Two (2) years,

**AND WHEREAS**, the Owner is desirous of entering 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 Andes Water Treatment Plant for a period of Two (2) years,

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

**THEREFORE**, the Town and 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 inspection of the Water Plant and all required daily testing.
- b. Routine sampling required by the NYS Department of Health.
- c. Filing of monthly reports to the NYS Department of Health.
- d. Handle any inspections by the NYS Department of Health.
- e. Write any needed correspondence, pertaining to daily operation, to the NYS Department of Health and explain any correspondence received.
- f. Annual flushing of hydrants on the system.
- g. Operation of Well when needed.
- h. Monthly cleaning of chlorination equipment.
- i. Technicians Services - \$75 per hour\*.



Technicians would be available to help in repairs to the system, gather information needed for mapping of the water system, location of valves and lines, development of preventative maintenance programs, corrosion control development and implementation, installation of metering equipment, and other work outside the scope of daily operations.

- j. The Operator will receive prior approval from the Owner for any operational expense that exceeds \$500 unless required in an emergency situation. In an emergency situation, the Operator shall notify the Owner as soon as possible of the circumstances of the emergency.
- k. Engineering Services - \$140 per hour.  
These services would include submittals to the NYS Department of Health that require the stamp of a licensed Professional Engineer.
- l. 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:

Engineering (not related to Operations)	\$140.00 per hour
Corporate Management	\$120.00 per hour
Operations	\$90.00 per hour
Mechanic	\$80.00 per hour*
Laborer	\$70.00 per hour*

*\*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 Town agrees to provide the following in conjunction with operation of the water system:

- |                       |                                   |
|-----------------------|-----------------------------------|
| SNOW REMOVAL          | LAWN CARE                         |
| ALL EXCAVATION WORK   | CHEMICALS                         |
| MATERIAL AND SUPPLIES | ANY PERMIT FEE(S)                 |
| PLANT INSURANCE       | CAPITAL IMPROVEMENTS              |
| UTILITIES             | SPECIALIZED MAINTENANCE CONTRACTS |
| LABORATORY COSTS      | LAB SUPPLIES                      |

(3) The Town shall pay to the Operator, for the above-described services, a monthly sum of: for contract year 2020 - One Thousand one hundred and Thirty-five dollars (\$1,200.00) and for contract year 2021 - One Thousand one Hundred and Sixty-seven dollars (\$1,250.00) for year two of this contract.

BILLING FOR PERSONNEL SERVICES WILL BE DONE ON A MONTHLY BASIS AT THE ABOVE RATES.



CONTRACT DURATION TO RUN FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2021. PAYMENTS ARE DUE TO THE OPERATOR WITHIN THIRTY (30) DAYS OF INVOICE DATE.

**(4) TERMINATION:**

- a. This agreement may be terminated in whole or in part in writing by the Owner and/or Operator for its convenience, provided that the other party is given (1) not less than sixty (60) 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 this agreement is terminated by the Owner based upon the improper actions of the Operator, an equitable adjustment in the price provided for compensation in this agreement shall be made for work actually performed hereunder, 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.
- c. If this agreement is terminated by the Operator based upon the improper actions of the Owner, any equitable adjustment shall include a reasonable profit for services or other work performed to date. The equitable adjustment for such a termination shall provide for payment to the Operator for services rendered and expenses incurred prior to the termination.
- d. Upon Notice of Termination by either Owner or the Operator, the Operator shall be obliged to continue to operate the Treatment Facility for a period not to exceed two (2) months from the date of the Notice if so desired by the Owner. During this period, the Operator shall work with an Owner's designated representative, contractor, and/or employee to familiarize them with the treatment processes. During this period, the Operator shall oversee the operation of the Facility, with Owner's designated representative, contractor, and/or employee in a trainee position. The Operator will remain responsible for the efficient operation of the processes. The Operator will not be responsible for any unauthorized changes in the treatment processes by Owner's designated representative, contractor, and/or employee.

- (5) REMEDIES.** Except as may be otherwise provided in this Agreement, claims, counter-claims, disputes, and other matters in question between 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 Owner is located. The parties agree that Delaware County will be the proper venue for any such litigation or arbitration.





- (6) **INSURANCE.** The Operator shall obtain and maintain during the life of this contract, at this 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. Upon request from the Owner, the Operator shall provide a Certificate of Insurance attesting to the requisite coverage and limits.
- (7) The Owner agrees to indemnify and hold harmless the Operator, its officers, employees, or agents, for any liability for damages or claims for personal injury including death, property damage caused by blockage, ruptures, effluent discharges, release or escape of materials to air, land, or water, which are beyond control of or were not caused by the sole negligence of the Operator, its officers, employees, or agents.
- (8) The Operator acknowledges that it is an independent contractor and not Owner's employee in connection with the work undertaken by the Operator in the Agreement. The Operator alone is responsible for any loss or damage caused by its subcontractors, agents, or employees, and will fully defend, indemnify, protect, and save harmless Owner against any and all loss, damage, expense, penalties and/or fines resulting from any and all claims and liabilities arising from the operation of the wastewater treatment facility by the Operator and its subcontractors, agents, or employees, during the performance of this Agreement or any Agreement between Owner and the Operator for extra work. The Operator will accept no financial liability including fine and/or penalties resulting from Owner's failure to approve requested work.

**IN WITNESS WHEREOF**, the Owner and the Operator have hereto set their hands the day and year first above mentioned.

**TOWN OF ANDES, NEW YORK**

By: 

Wayland Gladstone  
Supervisor

Attest: 

**DELAWARE OPERATIONS, INC.**

By: 

Thomas Suozzo  
President

Attest: 