

**AGREEMENT BETWEEN
MONTGOMERY COUNTY SANITARY DISTRICT NO. 1
AND
GLOVERSVILLE-JOHNSTOWN JOINT SEWER BOARD**

This **AGREEMENT** dated the 1st day of January 2017, by and between the Montgomery County Sanitary Sewer District No. 1 (MCSD), and the Gloversville-Johnstown Joint Sewer Board (GJJSB)

RECITALS:

WHEREAS, MCSD operates a wastewater plant that generates sludge that is dewatered off-site at another facility,

WHEREAS, the GJJSB operates a wastewater treatment facility located on 191 Union Avenue in the City of Johnstown,

WHEREAS, MCSD desires to utilize excess sludge dewatering capacity that exists at the Gloversville-Johnstown Joint Wastewater Treatment Facility (GJJWTF),

NOW THEREFORE, in consideration of the foregoing premises and the mutual **AGREEMENT** hereinafter set forth to be kept and performed, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 RATE OF PAYMENT

- 1.1 The GJJSB will charge MCSD at the rate of \$0.045 per gallon for sludge hauled to the GJJWTF by MCSD.
- 1.2 The GJJSB will charge MCSD for analytical testing, at a cost (not to exceed \$600 annually).
- 1.3 All charge backs will be based on the total number of tankers hauled monthly, all loads shall be invoiced at tanker capacity. Billing at the above rates will be accomplished on a monthly basis. Payment by MCSD will occur within thirty (30) days of invoice receipt.

2.0 TERM OF THE AGREEMENT AND MISCELLANEOUS CONDITIONS

- 2.1 The term of this **AGREEMENT** is to commence January 1, 2017 and terminating on December 31, 2018.
- 2.2 In the event MCSD or GJJSB desires to terminate this **AGREEMENT** during the term, either party may do so upon thirty (30) days written notice.
- 2.3 This **AGREEMENT** shall be extended upon mutual agreement by both parties.
- 2.4 Delivery of sludge will be accomplished by MCSD to the facility at a maximum rate of two (2) tankers per day (maximum eight (8) per week) during normal business hours, Monday through Friday between 7:30 A.M. and 4:00 P.M.
- 2.5 Both parties acknowledge that discharge limits may change during the term of this agreement. MCSD agrees to abide by revised limits upon written notification by the GJJSB.

- 2.6 The waste hauler shall provide, to the GJJWTF, a Certificate of Insurance outlining automotive insurance limits and proof of Workers' Compensation coverage.
- 2.7 MCSD will verify and certify that all dentist offices located in their sewer shed shall have the required New York State mercury separation equipment installed at their facilities. This New York State regulation has been in existence since 2008 requiring dental facilities to provide separation equipment for Amalgam.
- 2.8 Any disputes regarding scope of services, payment or any other issues shall be subject to resolve by mutual agreement between MCSD's Chief Operator and GJJSB Manager.
- 2.9 All disputes arising under this agreement shall be governed by the laws of the State of New York and shall be venued in Fulton County, New York.

In Witness Whereof, each of the parties has duly signed three (3) copies of this **AGREEMENT**:

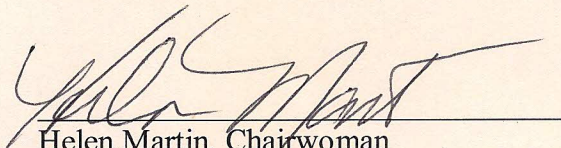
MONTGOMERY COUNTY SANITARY DISTRICT NO. 1

By:

Matthew Ossenfort, County Executive
MONTGOMERY COUNTY

GLOVERSVILLE-JOHNSTOWN JOINT SEWER BOARD

By:



Helen Martin, Chairwoman
GLOVERSVILLE-JOHNSTOWN JOINT SEWER BOARD