

VILLAGE of CANAJOHARIE

Jeff Baker, Mayor
75 ERIE BOULEVARD
CANAJOHARIE, NEW YORK 13317
(518) 673-5512 Fax 518-673-5517

Francis Avery, Deputy Mayor
Harry Barse, Trustee

Bill Jones, Trustee
Ambrose Schaffer, Trustee

2021 RESOLUTION SLUDGE DISPOSAL AGREEMENT BETWEEN MONTGOMERY COUNTY & VILLAGE OF CANAJOHARIE

Sponsored by: Harry Barse
Seconded by: Francis Avery
Date: April 6, 2021

WHEREAS, the 2021/2022 Montgomery County Sludge Disposal Agreement will reflect one change from the 2020/2021 Agreement between the Village of Canajoharie & Montgomery County. The change will show an increase from 4.25 cents to 5.0 cents per gallon of Sludge delivered to the Wastewater Treatment facility operated by the Municipality of the Village of Canajoharie, New York during the term of the agreement; and

WHEREAS, the Montgomery County Board plans to meet May 24, 2021 to agree on 2021 Sludge Disposal Agreement with the Village of Canajoharie; and

NOW THEREFORE BE IT RESOLVED, upon receipt of the fully executed contract between Montgomery County and the Village of Canajoharie for use of its Wastewater Treatment Facilities during June 1, 2021 to May 31, 2022, for disposal of sludge, the Village of Canajoharie Board of Trustees gives approval for Mayor Jeff Baker to sign the agreement.

UPON A ROLL CALL VOTE:

Mayor, Jeff Baker _____ Trustee, Bill Jones YES

Trustee, Francis Avery YES Trustee, Harry Barse YES

Trustee, Ambrose Schaffer YES

STATE OF NEW YORK)

) SS.:

COUNTY OF MONTGOMERY)

I, Andrea Hitchener, Village Clerk of the Village of Canajoharie, do hereby certify that the above is a true and exact copy of a resolution adopted by the Village Board of the Village of Canajoharie at a meeting of said Board held April 6, 2021.



Andrea Hitchener – Village Clerk-Treasurer

**SLUDGE DISPOSAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF CANAJOHARIE**

This Agreement, made as of the 6th day of April, 2021 by and between **Montgomery County**, a Municipal Corporation existing under the laws of the State of New York, with its principal offices located in the County Annex Building, 20 Park St., Fonda New York 12068, hereinafter referred to as the “**County**”, and the Village of Canajoharie, Municipal Corporation organized and existing under the laws of the State of New York, in the County of Montgomery and state of New York, hereinafter referred to as the “**Municipality**.”

WITNESSETH

WHEREAS, pursuant to General Municipal Law §119-0 municipal corporations are authorized to enter into agreements for the performance among themselves of one of their respective functions, powers and duties on a cooperative contract basis or for the provisions of a joint service or a joint water, drainage or drainage project: and

WHEREAS, the **County** through Montgomery County Sanitary District # 1 operates a wastewater plant that generates digested sludge that is dewatered off-site at another facility; and

WHEREAS, the **Municipality** is the owner and operator of wastewater treatment facilities in Canajoharie, NY, which can be used to process said sludge; and

WHEREAS, the **County** wishes to process the said sludge at the Canajoharie wastewater treatment facilities and **Municipality** wishes to accept the sludge for processing under the terms set forth below; and

WHEREAS, the cooperative actions of the **County** and the **Municipality** is expected to be to the benefit of the **County** and the **Municipality**.

NOW, THEREFORE, in consideration of the foregoing it is hereby mutually covenanted, promised and agreed by and between the parties hereto as follows:

1. Subject to the provisions herein and based on acceptable annual analysis, for the period June 1, 2021 to May 31, 2022, the **Municipality** shall accept and receive at its wastewater treatment facilities, sludge generated from the wastewater treatment plant of the **County** which said **County** may elect to deliver to said wastewater treatment facilities of the **Municipality** during the term of this Agreement, such sludge to be transported by the **County** to the wastewater treatment facility of the **Municipality** in the Village of Canajoharie;
2. The **County** will pay to the **Municipality** 5 cents per gallon for the sludge delivered to said wastewater treatment facility operated by the **Municipality** at Canajoharie, New York during the term of the Agreement.

3. Delivery of the sludge will be at a maximum of (10) loads a week between 7:00 am and 2:00pm, Monday Through Friday
4. Billing shall be based upon the log sheet filled out by the driver employed by the **County** when the **County** delivers the sludge to the **Municipality**. All loads shall be billed at tanker capacity.
5. All invoices shall from the **Municipality** shall set for the date, gallons and fee for each load of material delivered by the **County**.
6. The **Municipality** can reject shipments of sludge should it be deemed by the operator or a governing agency that acceptance of such would compound an existing problem or in itself potentially cause negative impact on the operation of the treatment system and or receiving water of New York State. The **Municipality** will in such case, inform the **County** by phone as soon as practicable but no less than one hour prior to the next anticipated delivery. Rejected shipments shall only occur until the issue with accepting the shipments have been resolved. The **Municipality** will give the County an update at least once every twelve (12) hours on when the anticipate resuming acceptance of shipments.
7. The **Municipality** also reserves the right to inspect the material being delivered to facility, as well as conduct sampling from analysis of the same, at any time. The **County** agrees to provide sampling and testing of the sludge as required by the US EPA, not to exceed \$600.00 annually.
8. It is specifically understood and agreed by and between the parties hereto that it is the intent of the parties to perform this Agreement as described herein throughout the term of the Agreement, but in the event that a determination by a State or Federal authority of competent jurisdiction, or the operator in charge of the wastewater treatment facility of the **Municipality**, that the sludge is so contaminated that impacts the proper operation of the **Municipality's** wastewater treatment facility, then, upon notification of such negative impact, in writing, the **County**, the **Municipality** will not be obligated to receive or process any further sludge for the **County** and this agreement shall then be null and void and on further effect except that the **County** shall be obligated to pay the **Municipality** any monies owed for sludge delivered by the **County** to the wastewater treatment facility of the **Municipality** delivered prior to the termination.
9. The **Municipality** and the **County** shall comply with all Federal, State and Local Laws, rules, and regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for and comply with any conditions contained in any permits, approval and renewals which are required to be obtained in the legal performance of this Agreement.
10. Nothing in this Agreement shall be held to alter or abridge the powers and duties of the State Department of Health, the Department of Conservation or the water pollution control board.

11. The **County** shall verify and certify that all dentist's offices located in the Montgomery County Sewer District shall have the required mercury separation equipment installed at their facilities.
12. **ENFORCEABILITY:** If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
13. **WAIVER:** Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.
14. **INSURANCE AND LIABILITY:** The **Municipality** and the **County** shall proceed on a self-insured basis, provided however, that all delivery vehicles shall be insured as required by law. Once the sludge is deposited at the **Municipality's** wastewater treatment facility liability shall be on the **Municipality**.
15. **AGENCY:** This agreement in no way establishes an agency relationship between the **Municipality** and the **County**. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes and liability for the acts of the other party.
16. **HOLD HARMLESS:** The **Municipality** and the **County** shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party including its agents, servants, contractors or employees.
17. **INDEMNIFICATION:** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice to commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.
18. **ASSIGNMENT:** This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed pursuant to General Municipal Law § 110-o, signed and acknowledged by the authorized officer and/or representatives of the parties. The terms of this Agreement shall be binding upon the successors, heir and the assigns of the parties hereto, in the event of approved assignment.
19. **MODIFICATION:** There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing in accordance with the provisions in General Municipal Law §119-o by

the parties hereto. The terms of this written Agreement contain entire understanding between the parties and supersede any oral representations previously made.

20. **DISPUTE RESOLUTION:** In the event of any dispute under this Agreement, either party shall serve written notice to the other of the existence and nature of the dispute, the amount at issue, if any, and the provision of this Agreement governing the dispute. The parties shall negotiate the dispute in good faith until either party advises the other, in writing, that an impasse exists and that they intend to pursue their legal remedies in Court. Unless otherwise agreed in writing by the Parties, the Parties shall continue to perform their respective obligations under this Agreement during any Dispute proceeding. The **Municipality** waves any dispute or claim not made in writing and received by the **County** within thirty (30) days of the occurrence giving rise to the dispute or claim.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

MONTGOMERY COUNTY

(Seal)

By: [Signature]

Title: County Executive

VILLAGE OF CANAJOHARIE

(Seal)

By: [Signature]

Title: Mayor

STATE OF NEW YORK

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Montgomery County

On this 29th day of April, 2021, before me personally came Matthew Besant to my personally known, who being by me duly sworn, did depose and say that he/she resides in 20 Park St Fox, New York; that he is the Executive of Montgomery County, a Municipal corporation described in and which executed the within agreement: that he/she knows the seal of said corporation; that the seal was so affixed by authorization of the Governing Board; and that he/she signed his/her name thereto by like order.

TRACY MEAD
Notary Public - State of New York
No. 01ME6061056
Qualified in Montgomery County
Commission Expires July 9, 2023

[Signature]
Notary

STATE OF NEW YORK

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Municipality Of

On this 6th day of April, 2021, before me personally came Jeff Baker to my personally known, who being by me duly sworn, did depose and say that he/she resides in Canajoharie, New York; that he/she is the Mayor of the Village of Canajoharie, a Municipal corporation described in and which executed the within agreement: that he knows the seal of said corporation; that the seal was so affixed by authorization of the Board of Trustees; and that he/she signed his/her name thereto by like order.

[Signature]
Notary

ANDREA M HITCHENER
Notary Public, State of New York
NO. 01HI6395128
Qualified in Montgomery County
Commission Expires 07/22/2023