

AGREEMENT

THIS AGREEMENT, made this 15th day of September, 2020, by and between,

THE VILLAGE OF CLINTON, a municipal corporation organized and existing under the laws of the State of New York with a mailing address of P. O. Box 242, Clinton, New York 13323 (hereinafter referred as the "Village"), and

THE TOWN OF KIRKLAND, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and town clerk's office located at 3699 New York State Route 12B, Clinton, New York 13323, (hereinafter referred to as "Town"), and **THE CLINTON CENTRAL SCHOOL DISTRICT**, organized and existing under the Education Law of the State of New York with its principal district office located at 75 Chenango Ave. North, Clinton, New York 13323 (hereinafter referred to as the "School District"); and

HAMILTON COLLEGE, an educational institution organized and existing under the laws of the State of New York with its principal office located at 198 College Hill Road, Clinton, New York (hereinafter referred to as "College").

WITNESSETH:

WHEREAS, sanitary sewer service is provided within the Village, a portion of the Town and to the College and School District in an area commonly known as the Clinton Sanitary Sewer Area ("CSSA"), pursuant to an agreement between the Village, Town and College dated the ___ day of April, 2016; and

WHEREAS, due to the risks associated with the COVID-19 pandemic, lack of a vaccine and the reliable treatment methods, lock-downs and stay-at-home orders were instituted across the United States, including New York and Oneida County, in an attempt to mitigate the spread of the virus, control hospitalization rates and, more generally, protect the health, safety and well being of citizens; and

WHEREAS, identifying sources of COVID-19 exposures has been recognized as an effective tool in addressing the spread of the virus, and provides assistance to municipal corporations in establishing policies and protocols addressing the operation of government and businesses alike during the Pandemic; and

WHEREAS, the Village has executed a contract for services with Quadrant Viro Testing, LLC of Syracuse, New York ("Quadrant") to conduct testing for SARS-CoV-2 (COVID-19) at various wastewater

management sites within the CSSA and to thereafter assess and report the results thereof (the "Contract"); and

WHEREAS, the results of such testing will help the parties to this agreement establish public policy and effective protocols to address the COVID-19 within their jurisdictions, and to otherwise protect the public from exposure to COVID-19; and

WHEREAS, the parties agree that the test results will be of a mutual benefit to all the parties to this agreement, and are of the opinion that the costs associated with such testing should be borne equally by each party;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The parties agree to pay to the Village one-quarter of any amount reflected on any and all invoices for services rendered pursuant to the contract executed by and between the Village and Quadrant, LLC, a copy of which is attached hereto.
2. Upon presentation of an invoice by Quadrant, the Village shall forward a copy thereof to the Town, College and School District. Within thirty (30) days thereafter, the Town, College and School District shall forward to the Village payment representing one-quarter (25%) of the total invoice submitted by the Village for the services rendered.
3. Presently, seven [7] tests are being conducted weekly. Testing is expected to increase to ten [10] tests per week. In no event shall the Town, College or School District be responsible for the payment of any invoice for services that provides for services beyond the agreed upon protocol which shall not exceed ten [10] tests per week at no more than six [6] wastewater management sites located within the CSSA service area, absent further written agreement by the parties.
4. Based upon the recommendation received from Quadrant, and upon consultation of the representatives from the Village, Town, College and School District, the frequency and/or location of testing may be modified so as to differ from the terms of the testing protocol set forth in the contract, in an effort to more accurately reflect the location of any COVID-19 infection.
5. The Village agrees to provide to the Town, College and School District with copies of any and all results of any and all testing conducted by Quadrant within forty-eight (48) hours after receipt thereof, or sooner.

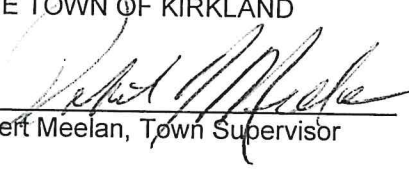
6. This agreement may be terminated by any party upon thirty (30) days written notice to the office of the Village Clerk.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the above referenced date.

THE VILLAGE OF CLINTON

By 
Steve Bellona, Mayor

THE TOWN OF KIRKLAND

By 
Robert Meelan, Town Supervisor

THE CLINTON CENTRAL SCHOOL DISTRICT

By 
Dr. Stephen L. Grimm, Superintendent

HAMILTON COLLEGE

By _____
Dr. David Wippman