



North Country School And Camp Treetops

AGREEMENT

This Agreement made this 15th day of April 2019

BETWEEN:

**North Country School Camp Treetops, 4382 Cascade Road, Lake Placid, NY
12946**

(hereinafter referred as "NCT")

AND

Lake Placid High School, 34 School Street, Lake Placid, NY 12946

(hereinafter referred to as "Site Host")

Purpose: The purpose of this agreement is to clarify roles and responsibilities between NCT as the provider of one high flow drum composter and the Site Host as the recipient of said high flow drum composter.

Background: Working in partnership with the Adirondack North Country Association (ANCA) as project manager and New York State Essex County as grant administrator, NCT was awarded a grant through NYSERDA's Cleaner Greener Communities (CGC) program in 2014 to design, construct and operate one high flow drum composter. The system has exceeded its performance goals and Facilities Director John Culpepper has secured an additional grant to disseminate the plans to the public with the goal of increasing use of high flow drum composting to multiple similarly sized organizations.

A variety of developments have led to the availability of 3 additional units which are to be distributed to 3 Site Hosts at NCT's discretion including:

- Availability of additional funds as a result of a food waste related project dropping out of the CGC program
- NYSERDA's interest in offsetting loss of aforementioned food waste metrics
- NCT's goal to promote the widespread adoption of high flow drum composter systems



North Country School And Camp Treetops

- NYSERDA's willingness to allow NCT to distribute the 3 systems off site
- NYSERDA's recognition of the success of the original composting system

ANCA and NCT selected the 3 Site Hosts through a proposal process. The chosen hosts demonstrated the greatest potential to comply with NYSERDA grant requirements and to align with NCT's project goals of widespread high flow drum composter adoption.

NCT agrees to:

- Provide one high flow drum composter to the site host with the cost of fabrication paid for by the grant
- Provide support to the site host to develop a recipe for the composter and to troubleshoot initial operational issues
- Construct composter to standards detailed in the NYSERDA approved design document
- Deliver and set up the composter system
- Attend an onboarding meeting to facilitate smooth transfer of the device
- Provide a bill of sale formalizing the transfer of ownership
- Collect report information from the site hosts at the end of each calendar year and share with NYSERDA for 4 years

Site Host agrees to:

- Provide documentation of site including a map/photo and narrative description of the space
- Provide a narrative explaining how the Site Host plans to secure and deliver 150#s food waste/day/year average including letters of commitment from all remote sources
- Provide written documentation from code enforcement, DEC, etc. stating that permits are not necessary, or copies of required permits as required
- Provide copies of insurance certificates naming as additionally insured Essex County and NYSERDA
- Complete and submit to NCT 4 annual reports including:
 - Amount of food waste processed (lbs. or tons)



North Country School And Camp Treetops

- Other organic waste processed (lbs, or tons)
- Volume of compost generated (cubic feet or cubic yards)
- Area of land soil amendment applied to (acres)
- Install the unit in a weatherproof shelter with access to electricity and water
- Ensure that the system is locked and pinch points are inaccessible to the public or vulnerable populations
- Operate the system at the above standards for at least 4 years
- Notify NCT ASAP in the unlikely event that the system malfunctions
- Maintain the system and perform repairs as necessary at Site Host's expense
- Comply with requests by ANCA or NCT to provide information, interviews, photos, data, etc. for the purposes of case study development or other marketing/educational efforts

Release of Liability:

To the fullest extent permitted by law, the Site Host shall defend, indemnify and hold harmless Essex County, NYSERDA, the State of New York, North Country School Camp Treetops, its Board of Trustees, agents, employees and volunteers from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including attorney's fees, up to and through any and all appeals incurred by or asserted or imposed against Essex County, NYSERDA, the State of NY or North Country School Camp Treetops resulting from, arising out of or relating to the Site Host or any subcontractor's performances of this Agreement. The obligation of the contractor under this agreement shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage. Any and all money expended by Essex County, NYSERDA, the State of NY, or North Country School Camp Treetops as a result of such claims, actions, damages, losses, expenses and costs together with interest at a rate not to exceed the maximum interest permitted by law, shall be immediately and without notice due and payable by the site host to Essex County, NYSERDA, the State of NY or North Country School Camp Treetops as the case may be.



North Country School And Camp Treetops

Termination of Agreement: In the event that the Site Host is unable to operate the composting system to the above standards, the fully functioning unit will be returned to North Country School at the owner's expense with the reasons for the failure to operate stated in writing. In this instance, NCT will identify an alternate recipient.

North Country School (NCT)

DATE

Site Host representative

DATE