(607) 539-3395



2670 Slaterville Road & P.O. Box 136 Slaterville Springs, NY 14881

18 September 2017

Supervisor Jason Leifer Town of Dryden 93 East Main Street Dryden, New York 13053

Dear Supervisor Leifer,

I am writing to provide notice for payment for the 2017 USGS Brooktondale Stream Gauge payment from the Town of Dryden in the amount of \$2,650. This also marks the beginning of a new three-year agreement with the USGS, and so I am also seeking the Town of Dryden's commitment for a new three-year Partner Agreement for funding of the USGS Stream Gauge in Brooktondale, which I enclose. Our other funding partners are the City of Ithaca and the Tompkins County Soil & Water Conservation District.

As you know, the stream gauge has been in operation since 2002, providing valuable information on stream flow and sediment loads. This long-term information is made available to the public at the USGS website (<a href="https://waterdata.usgs.gov/ny/nwis/uv?site\_no=04233286&format=gif&pe-riod=31">https://waterdata.usgs.gov/ny/nwis/uv?site\_no=04233286&format=gif&pe-riod=31</a>). This information is essential in the planning of public works projects to protect infrastructure and improve water quality. The Partner Agreement enables Caroline and its Funding Partners to incorporate this public service into their long-term planning, but also provides flexibility for reassessment within the term of the agreement.

We truly appreciate Dryden's recognition of the importance of this stream gauge. Please let me know if you have any questions.

With best regards,

Mark Witmer

## SIX MILE CREEK STREAM GAUGE AT BROOKTONDALE FUNDING PARTNERS AGREEMENT

THIS AGREEMENT made as of the 18 day of September, 2017, by and between:

THE TOWN OF DRYDEN, a municipal corporation, with offices at 93 East Main Street, Dryden, New York 13053 and

THE TOWN OF CAROLINE, a municipal corporation, with offices at P.O. Box 136, 2668 Slaterville Rd., Slaterville Springs, NY 14881-0136 (hereinafter called "the Town").

PURSUANT TO THE PROVISIONS OF ARTICLE 5-G OF THE GENERAL MUNICIPAL LAW, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The Town shall contract for service to maintain, monitor, collect and post data from the U.S. Geological Survey Gauge Station on Six Mile Creek at Brooktondale in the Town of Caroline, New York.
- 2. The U.S. Geological Survey is paying for 30% of the program costs. To pay for the remaining 70%, the Town is partnering with the Town of Dryden for 16%, City of Ithaca for 33%, Tompkins County Soil and Water Conservation District for 35%, USGS for 30%, and Town of Caroline will pay the remaining 16%. Thus by way of example, and for purposes of clarity, if a cost is \$1,000 the parties would pay as follows: (i) USGS \$300; (ii) Town of Dryden \$112 (16% of \$700); (iii) City of Ithaca \$231 (33% of \$700); (iv) TCSWCD \$245 (35% of \$700); and (v) Town of Caroline \$112 (again, 16% of \$700).
- 3. The 16% contribution toward the program cost by the Town of Dryden for the three-year term of this agreement is as follows (the total partner contributions for each year are \$16,560, \$17,060, and \$17,570):

2018	\$2,650
2019	\$2,730
2020	\$2,811

4. The Town will invoice the Town of Dryden within the third quarter of each year.

- 5. This Agreement and the Town's obligations to make payment hereunder are executory to the extent of monies available, or made available, for the purposes of this Agreement. If monies are not so available, the contracting party shall remain liable for payment and it shall appropriate funds, by levy or by other lawful means, to pay such amounts as are due hereunder as soon as is possible in the exercise of consistent and reasonable diligence."
- 6. The payment may be modified during this agreement only by mutual consent.
- 7. This Agreement shall commence on October 1, 2017 and shall terminate on September 30, 2020.
- 8. Either party may terminate this Agreement with prior written notice that is sent by Registered Mail to the addresses above. The notice of termination for the subsequent calendar year must be made by October 1 of the preceding year

TOWN OF CAROLINE	TOWN OF DRYDEN
by the	by
MARK WITMER, Supervisor	JASON LEIFER, Supervisor