

SEWER SERVICE AGREEMENT

This Agreement made as of July 31, 2014 between the **Town of Ithaca**, a municipal corporation with offices at 215 N. Tioga Street, Ithaca, New York and the **Town of Dryden**, a municipal corporation with offices at 93 East Main Street, Dryden, New York, on behalf of Sewer District No. 1 (SD1).

WITNESSETH:

WHEREAS the Town of Dryden's SD1 utilizes portions of the Town of Ithaca's sanitary sewer system to transport sewage to the Village of Cayuga Heights Wastewater Treatment Plant, and

WHEREAS the Town of Ithaca is willing to provide such service upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth the parties agree as follows:

1. Subject to the limitations set forth in this agreement, the Town of Ithaca hereby agrees to transport all of the sanitary sewage from SD1 in the area of the Town of Dryden east of Sapsucker Woods Road through portions of the existing Town of Ithaca sanitary sewage collection system to the point of connection with the Village of Cayuga Heights' sanitary sewage collection system. The Town of Dryden will not connect or allow connection of additional properties in SD1 into the Town of Ithaca sewer system that are not already connected as of the date of this agreement, except by mutual written consent of the Towns of Ithaca and Dryden.
2. The Town of Dryden, on behalf of SD1, will make and pay for all repairs, maintenance, construction, reconstruction and additions to SD1 sewer system necessary to convey the sanitary sewage flows into the Town of Ithaca system and to comply with all codes, laws, ordinances and regulations of the Village of Cayuga Heights and the Town of Ithaca relating to the use of their respective sewer systems. All connections of SD1 sewer system to the Town of Ithaca sanitary sewage collection system must be constructed to Town of Ithaca specifications subject to approval of the Ithaca Town Engineer.
3. The Town of Ithaca maintains the portion of the improvements within the Town of Ithaca and has the right to use or modify the sewage collection system within the Town of Ithaca.
4. Sanitary sewage flows entering the Town of Ithaca sewers from SD1 will be measured by water consumption in any and all premises that are connected to the sewer line which is discharging sanitary sewage into the Town of Ithaca's collection system, using water meter readings and assuming that 100% of the water used on the premises as reflected in such meter readings is converted to sewage (i.e. the water readings of the

various facilities connected to the sewer shall be added together and the resulting sum shall be deemed to be the amount of sanitary sewage being discharged into the Town of Ithaca's system.)

5. The Town of Dryden, on behalf of SD1, hereby agrees to pay to the Town of Ithaca an amount which is intended to be a fair portion of the operation and maintenance costs of the shared sewer lines. The annual payment shall be the total amount of annual water consumption in the sewer district multiplied by the rate specified below. The amounts shall be payable to the Town of Ithaca by August 31 following the year of usage. The Town of Dryden shall also submit the following information with the payment: number of units served in the district and total amount of water consumed and deemed contributed to the Town of Ithaca system. Any payment not received by August 31 of each year may, at the discretion of the Town of Ithaca, be charged a 1.5% per month late fee. The Town of Ithaca will not send the Town of Dryden an invoice. Beginning on July 1, 2014, the rate to be paid is \$88 per 100,000 gallons of water consumed, and that rate will be increased by 2.25% each year beginning on July 1, 2016, unless a different rate is mutually agreed upon in writing by both parties.

6. The payments described above are for the Town of Ithaca's transmission of sanitary sewage from SD1 through the Town of Ithaca system to the Village of Cayuga Heights sanitary sewage collection system. This agreement does not cover, and the Town of Dryden is responsible for, all costs of transmission of sanitary sewage from SD1 through the Village of Cayuga Heights' sanitary sewage collection system, and all costs of treatment of sanitary sewage from SD1 at the Village of Cayuga Heights Wastewater Treatment Plant.

7. The Town of Dryden agrees with the Town of Ithaca and represents as follows:

(a) All sanitary sewage discharged from the SD1 into the Town of Ithaca's collection system will be in compliance with all required pretreatment laws, rules or regulations and in compliance with the Town of Ithaca's sewer use law insofar as it relates to the quality and type of material that may be discharged into the Town of Ithaca sewer collection system, and

(b) All sewage shall also comply with all requirements of the Cayuga Heights Wastewater Treatment Plant operations and be of a quality that is acceptable for sewage treatment by such plant in accordance with all rules, regulations, laws, and ordinances governing the operation of such plant, and

(c) If consumers in SD1 violate any provision of any applicable rule, regulation, law or ordinance governing the manner, quality, or quantity of sewage discharged into the collection facilities that are ultimately discharging into the Town of Ithaca's collection system, and without limiting any other remedies available to Ithaca or any other party, the Town of Dryden will take all appropriate steps to cause such improper or illegal discharge to cease including, if appropriate, the termination of the rights of any such illegally dumping individual to be connected

to the sewer system. The parties agree that the Town of Ithaca shall also have the right to take all appropriate steps to cause such improper or illegal discharge to cease if the Town of Dryden does not do so in an expeditious manner, and

(d) The Town of Dryden agrees to fully defend, indemnify and hold harmless the Town of Ithaca, its elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, penalties, fines or contamination of or adverse effects on the environment, caused by the acts or omissions of the Town of Dryden, the Town of Dryden's employees, agents or subcontractors, or persons or entities in the Town of Dryden utilizing the sewers, in connection with this Agreement. To the extent the Town of Ithaca is negligent, the Town of Dryden's duty to indemnify the Town of Ithaca shall not extend to the proportion of loss attributable to the Town of Ithaca's negligence.

8. This agreement shall be effective from July 1, 2014 until June 30, 2019 and may be renewed upon mutual agreement of the parties.

9. Should the parties not reach agreement about renewal, the Town of Ithaca shall endeavor to give at least three years' advance written notice to the Town of Dryden of the agreement's upcoming termination.

10. The parties acknowledge that the Town of Dryden has paid all past charges due through June 30, 2014 for the Town of Ithaca's transmission of sanitary sewage from SD1 through the Town of Ithaca system to the Village of Cayuga Heights sanitary sewage collection system.

11. This Agreement constitutes the entire agreement of the parties. It may be amended only by the written consent of both parties, with each party executing and acknowledging the document containing the amendment through its duly authorized representative.

12. This Agreement shall be governed by the laws of the State of New York.

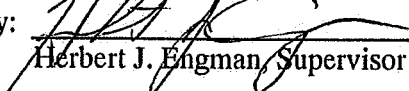
13. Each party represents and warrants that (a) this Agreement has been presented to its governing body; (b) its governing body has approved this Agreement by a majority vote of the full possible voting strength of that governing body; and (c) if required, all steps by way of public hearings and/or referendum or otherwise have been taken by the time of execution of this Agreement. Resolutions of each governing body approving this Agreement are attached to this Agreement as Exhibit A.

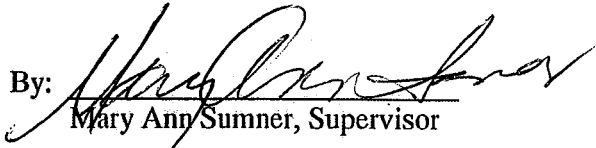
14. No party may assign or transfer its rights and interests in this Agreement to another entity without the prior written consent of the other party.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first written above:

Town of Ithaca

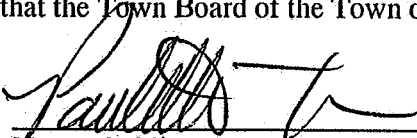
Town of Dryden

By: 
Herbert J. Engman, Supervisor

By: 
Mary Ann Sumner, Supervisor

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS:

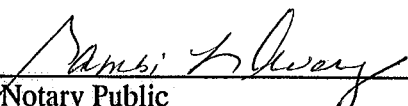
On this 11th day of May, 2015, before me came Herbert J. Engman, to me personally known who, being by me duly sworn, did depose and say that he resides in the Town of Ithaca and that he is the Supervisor of the Town of Ithaca, who executed the within instrument and he acknowledged to me that he executed the same and that such execution was on behalf of the Town of Ithaca and that the Town Board of the Town of Ithaca duly authorized such execution.


Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS:

PAULETTE TERWILLIGER
Notary Public, State of New York
No. 01TE6156809
Qualified in Tompkins County
Commission Expires December 4, 2019

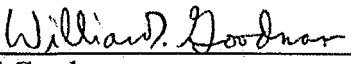
On this 21st day of May, 2015, before me came Mary Ann Sumner, to me personally known who, being by me duly sworn, did depose and say that she resides in the Town of Dryden and that she is the Supervisor of the Town of Dryden, who executed the within instrument and she acknowledged to me that she executed the same and that such execution was on behalf of the Town of Dryden and that the Town Board of the Town of Dryden duly authorized such execution.

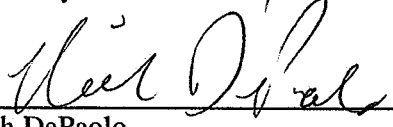

Notary Public

BAMBI L. AVERY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AV4634073

Town of Ithaca Board Members:


Pat Leary


Bill Goodman

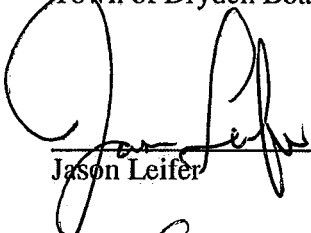

Rich DePaolo


Tee Ann Hunter

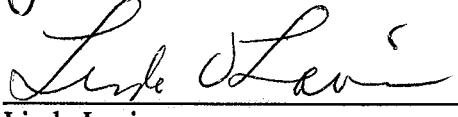

Rod Howe

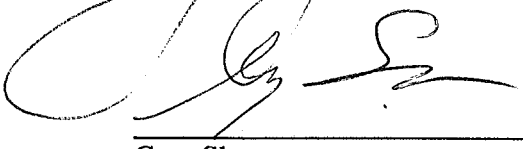

Eric Levine

Town of Dryden Board Members:


Jason Leifer


Joe Solomon


Linda Lavine


Greg Sloan

