

SIX MILE CREEK STREAM GAUGE AT BROOKTONDALE FUNDING PART-  
NERS AGREEMENT

THIS AGREEMENT made as of the 25 day of September, 2020, 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 \$18,960 for 2021, \$19,880 for 2022, and \$20,820 for 2023):

2021	\$3,034
2022	\$3,181
2023	\$3,331

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, 2020 and shall terminate on September 30, 2023.
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**

by   
\_\_\_\_\_  
**MARK WITMER**, Supervisor

**TOWN OF DRYDEN**

by \_\_\_\_\_  
**JASON LEIFER**, Supervisor