

*formed Copy  
for CRSD Intermunicipal Agreement*

THIS AGREEMENT is made this 12th day of October, 1982, by and between the VILLAGE OF DRYDEN ("Village"), and the TOWN OF DRYDEN ("Town"), municipal corporations organized and existing under the laws of the State of New York.

RECITALS

- A. The Town has formed a sewer district known as the Cortland Road Sewer District (District).
- B. The Town is prepared to contract (on behalf of said District) for the construction of sewer lines for the purpose of receiving and transporting wastewater from properties within the Sewer District.
- C. The Village, the Town and the Village of Freeville are each engaged in the upgrading, expansion and/or development of sewer systems to service their municipalities and certain sewer districts therein, including the George Junior Republic Sewer District, the Werninckville Sewer District, and the Cortland Road Sewer District.
- D. The parties recognize and agree that cooperation between the parties hereto, the Village of Freeville and the Sewer Districts in necessary for the satisfactory completion of these projects in accordance with the proposals and plans now contemplated and prior planning of the parties, including the Village of Freeville, all of which projects have been the subject of planning and study by the Joint Wastewater Study Commission and as more particularly set forth in the reports and plans prepared by Morrell Vrooman Engineers of Gloversville, New York, all of which plans and reports, maps, applications and studies are incorporated herein by reference.

E. The Village is willing to accept the wastewater from the Cortland Road Sewer District on the terms hereinafter set forth.

F. The Village currently services certain institutions, including Dryden High School (DHS) and the Tompkins-Cortland Community College (TC3) located within the District.

G. The Town has previously obtained a permanent easement over the abandoned Lehigh Valley Railroad Property between the Village of Dryden and the Village of Freeville, for the installation and maintenance of sewer and water lines.

#### TERMS

1. The Village agrees to receive into its sewer system the wastewater from the Cortland Road Sewer District as that District is currently constituted, subject to and on the terms and conditions herein set forth.

2. The Town agrees, at its own cost and expense, to construct all necessary sewer lines within the District and to connect into the Village system at approved locations and, as necessary, to replace or repair all sewer lines within the District.

3. The fee to be paid to the Village by the District for each unit within the District which shall connect to the sewer system shall be one and one quarter (1-1/4) times the rate charged to Village users. In calculating such fees, the following shall apply:

- a) Each single family dwelling shall be one unit.
- b) The number of units assigned to the boarding house or for student housing shall be determined by dividing the number

of lawful potential occupants by three (3). Any fraction shall be increased to the next whole number.

c) Residences other than single family dwellings shall be counted as one unit for the first apartment therein, plus three quarters (3/4) of a unit for each additional apartment.

d) Each trailer or mobile home in a mobile home park shall equal three quarters (3/4) of a unit.

e) Each laundromat shall equal ten (10) units.

f) A car wash shall be assigned two (2) units for each four (4) bays. Any fraction shall be increased to the next whole number.

g) Commercial establishments with less than five full time employees or equivalent shall be assigned one and one quarter (1-1/4) units. The number of units to be assigned commercial establishments with six (6) or more full time employees or equivalent shall be determined by dividing the number of employees by three (3). Any fraction shall be increased to the next whole number.

Based on the current semi-annual rates charged by the Village the charge for each unit would be as follows:

	<u>Village</u>	<u>Cortland Road Sewer District</u>
I. Rental fee: (Includes 27,500 gallon minimum per unit)	\$33.00	\$41.25
II. Surcharge: (per 1,000 gallons over minimum)	\$ 1.20	\$ 1.50

4. The Village will provide and install water meters for any users in the District not served by Village water for the purposes of measuring water usage and calculating user fees. Such meter will be installed by the Village upon payment by the user to the Village of the Village's then standard meter charge. The Town agrees to adopt a water meter ordinance or local laws or rules or regulations, as the case may be, governing the use of the water meters. Such ordinance, local law, or rules, or regulations are to be consistent with the Village of Dryden ordinances, local laws, or rules and regulations pertaining to the Village's water meters.

5. The Village shall calculate the bill for each user in the District and shall bill the District for the total amount of such bills at the same frequency as that for Village residents (currently, on a semi-annual basis). The District agrees to pay to the Village the amount of such bill under the same terms and time periods for regular Village customers (currently within thirty (30) days of its receipt). The billing arrangement between the Village and the District shall be on the same basis as if the District were a Village customer.

6. The Town agrees to enact a sewer ordinance or local law or rules and regulations, as the case may be, governing the use of the Cortland Road Sewer System and the collection and transportation of wastewater in the sewer system through the sewer mains to the Village of Dryden sewer mains. Such ordinance, local law, or rules and regulations are to be consistent with the Village of Dryden ordinances, local laws, or rules and regulations pertaining to the Village's sewer system.

7. The Village may inspect any lateral, main, connection, or part of the Cortland Road Sewer District in order to determine whether a violation of the District's or the Village's local law, ordinance, rules or regulations exists.

8. The Town, at its cost and expense, agrees to inspect, maintain and repair all mains installed in the District and to perform such work and inspections as are reasonably required by the Village to insure the proper operation of the District's sewer system.

9. The Town agrees that the contracts now in effect with DHS and TC3 will be honored until the respective expiration dates with the current contracts to be assigned by the Village to the Town. Payments to be collected by the Town and paid to the Village according to the terms of those respective contracts.

The provisions of paragraphs 5 and 10 shall not apply to DHS and TC3.

The Town and the Village agree that future contracts for sewer service to be provided to DHS and TC3 will provide that the sewer charges to be paid by DHS and TC3 shall be at least the same rate (per water consumption) as the current contracts have provided for. It is the intent that future contracts for sewer service shall be entered into between the District and DHS and TC3. It is also the intent that the Village shall receive for the sewer service provided DHS and TC3 an amount to be determined so that the Village will receive at least the same rate per gallon usage for water that the existing contracts presently provide for. Nothing contained in this paragraph will prohibit the District from entering into a contract with DHS and TC3 which

provides for other charges greater than existing rates per gallonage usage.

10. The obligation of the Village to receive wastewater from the District shall be limited to a gallonage figure to be computed according to the terms of this paragraph. In no event shall the gallonage agreed to be received by the Village from the District (exclusive of DHS and TC3) be less than 35,000 gallons/day, nor greater than 50,000 gallons/day. Both parties agree that gallonage use in the District shall be measured after all hookups for units now existing in the District are completed and be computed based on the average daily flow during the one year period following the last hookup. The average daily gallonage use for that year, plus 7,000 gallons per day shall be the gallonage that the Village shall be required to accept.

For Example: If the first year of measurement indicates an average daily gallonage of 30,000 gallons, then the obligation of the Village would be to receive up to 37,000 gallons per day.

If the average daily gallon usage were 20,000 gallons, then the obligation of the Village would still be to receive up to 35,000 gallons per day.

If the average daily gallonage were 45,000, the obligation of the Village would be limited to 50,000 gallons per day.

In arriving at these figures, the parties have relied on the studies conducted by Morrell Vrooman Engineers and the conclusion of such engineers that the total gallonage from the units now in the District (exclusive of DHS and TC3) will not exceed 28,000 gallons per day, and that 7,000 additional gallons has been

allowed by the engineers for future development in the District.

The parties recognize and agree that one of the primary considerations in entering into this contract is the assurance that the Village will continue to have in the sewer plant at least the same amount of excess capacity as it currently has.

11. The District shall provide for the design, construction and installation of a manhole at such location as may be approved by the Village for the measuring of the daily flow of sewage from the District sewer system into the Village sewer system. Said manhole shall provide a place for inspection of the flow and for the installation of portable metering devices so that the flow into the Village sewer system can be measured from time to time. The cost of measuring such flow and of maintaining the manhole shall be an obligation of the Village. The Town shall be entitled to a copy of all records and reports made in any inspection of the flow at said manhole.

12. The Town shall pay its proportionate share of the costs to upgrade treatment at the Village sewer plant to specifications required by the Department of Environmental Conservation (DEC) and Environmental Protection Agency (EPA) as recommended by the Facilities Plan approved by the Dryden Wastewater Study Commission including, but not limited to, its proportionate share of an RBC unit, and an outfall pipe to Fall Creek. The cost of increasing the capacity of the Village sewer plant to accommodate the anticipated flow from the District shall be paid by the Town toward the end that the Village would have at least the amount of excess capacity as it currently has.

The proportionate share is to be paid on a semi-annual basis. The share is to be determined by dividing the number of units hooked up in the District by the total number of units serviced by the sewer plant. The quotient (percentage) shall be multiplied times the semi-annual debt service for the RBC unit, outfall and sewer plant improvements. The proportionate share shall then be multiplied times one and one quarter (1-1/4) to determine the District's share.

FOR EXAMPLE:

Assume: 500 units in Village  
60 units in District  
Semi-Annual Debt Service - \$10,000.00

$$\frac{60}{560} = 10.71\%$$

$$10.71\% \text{ of } \$10,000.00 = \$1,071.00$$

$$\$1,071.00 \times 1.25 = \$1,338.75 \text{ (District's proportionate share of semi-annual debt service)}$$

13. The Village shall indemnify and hold harmless the Town from and against all suits or claims for injury or damage to person or property allegedly caused through negligent act or omission of the Village, and the Town shall indemnify and hold harmless the Village from and against all suits or claims for injury or damage to person or property allegedly caused through a negligent act or omission of the Town.

14. The Village shall not be responsible for any damages resulting from any failure to apply transmission or treatment or for interruption of the sewage service furnished hereunder, if such damage is caused by "an act of God."



15. The District agrees to pay charges to the Village at the same frequency that the Village bills its own Village resident customers. The Village currently bills on a semi-annual basis and in the event that the Village changes the frequency of its billing, the same frequency shall apply to users in the District.

16. This agreement may be amended, modified, cancelled or extended by mutual agreement of the parties hereto by an agreement in writing executed by them; but no such amendment, modification, cancellation or extension shall be effective until fully executed and approved.

17. Neither party hereto shall assign, transfer or convey this agreement or any part thereof, or any interest herein, without the consent in writing of the other.

18. Each party hereby agrees to comply with all of the rules and regulations of DEC and EPA pertaining to it.

19. This contract is contingent upon the following:

a) Adequate funding for the projects from DEC and/or EPA being obtained (The sufficiency of such funding to be determined by the respective parties as such funding pertains to their respective costs.),

b) Each party obtaining the necessary permits and/or agreements with other municipalities for the construction of the joint projects, and

c) Amendment to the Village's current sewer ordinance to permit this service outside the Village limits.

20. The term of this contract shall be determined according to the provisions of this paragraph. In no event shall the term be less than twenty (20) years nor more than forty (40) years. Both parties agree that the term of the contract shall be the same number of years as the period over which the District bonds to pay off the costs of construction of the District.

21. If, in the future, the District requests the Village to accept more than the daily gallonage of sewage as herein set forth, and the Village elects to accept such increase, the cost of increasing the capacity of the sewer plant, increased costs of operation and any costs necessary to comply with DEC and EPA regulations shall be paid by the District. No such additional sewage will be accepted unless the Village, after such increase, will have available at least the same amount of excess capacity as it had prior to any improvements made necessary thereby.

22. The Town agrees to grant to the Village a permanent easement over the abandoned Lehigh Valley Railroad property between the Village of Dryden and the Village of Freeville for the installation of the outfall pipe from the Village of Dryden system to Fall Creek.

IN WITNESS WHEREOF, each party has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officer and to be attested by its Clerk.

VILLAGE OF DRYDEN

by S/ Michael E. Lane  
Michael E. Lane, Mayor

I hereby certify that the within agreement was approved by the Board of Trustees of the Village of Dryden at a Regular meeting of said Board held October 14, 1982.

S/ Gloria H. Sullivan  
Village Clerk

TOWN OF DRYDEN

by S/ Clinton E. Cotterill  
Clinton E. Cotterill,  
Supervisor

I hereby certify that the within agreement was approved by the Town Board of the Town of Dryden at a Regular meeting of said Board held October 12, 1982.

S/ Susanne Lloyd  
Town Clerk