

AGREEMENT

between

THE VILLAGE OF TANDERSVILLE AND THE TOWN OF HUNTER

and

THE CITY OF NEW YORK

for

SEWERAGE SYSTEMS

ARTICLE OF AGREEMENT, made this 15 day of Aug. one thousand nine hundred twenty 4 between the THE VILLAGE OF TANNERSVILLE, a municipal corporation of Greene County, New York, acting by and through its village Board, party of the first part; THE TOWN OF FORTY, a municipal corporation of Greene County, New York, acting by and through its Town Board, party of the second part; and the CITY OF NEW YORK, a municipal corporation of New York, N. Y., acting by and through the Board of Water Supply by virtue of the powers vested in it by Chapter 724 of the Laws of 1905 and Chapter 630 of the Laws of 1923 of the State of New York and the amendment thereto, party of the third part;

WHEREAS, said parties of the first and second parts hereto have been authorized by Chapter 630 of the Laws of 1923 to enter into contracts or agreements with said party of the third part for the purpose of providing, maintaining and operating systems and plants for the collection and disposal of sewage in the Village of Tannersville and in the Town of Hunter adjoining said Village of Tannersville; and

WHEREAS, the parties of the first and second parts hereto have passed a joint resolution expressing their desire to enter into negotiations for an agreement with said party of the third part for the collection and disposal of sewage in the respective communities above set forth; and

WHEREAS, said Chapter 630 of the Laws of 1923 provides that land necessary for the construction of said sewerage system shall be taken only with the consent and approval of the municipal authorities of the villages or the town board of the town in which the land to be acquired is located; and

WHEREAS, the said party of the second part by a resolution dated March 4, 1924 did consent to and approve of the purchase by the party of the first part, or by the party of the third part, for the construction and maintenance of a sewage disposal plant, of about 8 acres of land from Louis Allen, lying between the Ulster & Delaware Railroad and the Gooseberry Creek, and bounded easterly by Allen Brook and westerly by land of Robert W. Nichols; and

WHEREAS, the party of the first part has purchased about 8 acres of land from Louis Allen, described in a resolution of the party of the second part dated March 4, 1924, above referred to, which the party of the first part agrees to permit the party of the third part to use without cost or expense for constructing, operating and maintaining a sewage disposal works at the expense of the party of the third part;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That, for and in consideration of one dollar and other valuable consideration, each to the other in hand paid by the parties hereto, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements and conditions hereinafter contained, it is agreed as follows:

1. SAID first and second parties hereto consent to and approve of the acquisition by the said party of the third part of the rights of way and easements necessary for the construction of said sewerage system, and agree to obtain, at the expense of the parties of the first and second parts, in the name of the City of New York, perpetual easements, together with the rights of ingress and egress, to construct, operate and maintain a sewer across all premises where said sewer is to be located under the surface of the soil at a depth of at least 3 feet except in certain cases where a lesser depth has been agreed to by the individual property owners concerned. Said party of the first part having obtained, at its own expense, the lands, together with a right of way thereto, necessary for said sewage disposal works, hereby agrees that the party of the third part, its successors or assigns, may use said lands and right of way for the purpose of constructing, operating and maintaining a sewerage system and disposal works.

2. SAID party of the third part, its successors or assigns, agrees to construct said sewerage system and disposal works in a first class and workmanlike manner on location shown on the map, dated Dec. 11, 1923 and revised May 16, 1924 and filed with the Village Clerk of the Village of Tuckahoe, N.Y. and with the Town

chart of the Town of Hunter, entitled "City of New York, Board of Water Supply, Schenck's Waterworks, Sewerage System, Tannersville and Vicinity", (copy of said map being attached to and made a part of this agreement), and to lay and thereafter maintain such pipes as may be necessary from the said sewerage system to the outside of the foundation walls of buildings containing water using sanitary plumbing. And it is understood that all costs of construction and subsequent operation, maintenance and repair of said sewerage system with the house connections thereof and said disposal works shall be at the expense of the party of the third part, except as provided in paragraph 4, 5, and 8 hereof.

3. Said party of the third part agrees to begin the construction of the sewerage system heretofore referred to within two years after the approval of the plan by the State Engineer, and the approval of the plans and the authorization of the funds by the Board of Estimate and Apportionment of the City of New York, it also being understood that construction of said sewerage system shall not be commenced until all necessary rights of way perpetual easements and the necessary lands have been obtained.

4. Should future conditions or construction operations on any of the premises crossed by any part of the sewer require a change in the original location of the sewer, said party of the third part, its successors or assigns, shall make such change, upon application duly made therefor and approved, by the party of the first part for lands in the Village of Tannersville, and by the party of the second part for lands adjoining said village, within 90 days after the approval of said application, the expense of any and all such changes to be borne equally by the party of the third part and, as the case may be, by the first or second party hereto.

5. However, after the completion of the sewerage system as shown on the heretofore referred to map, buildings containing water using sanitary plumbing are erected on property immediately adjacent or contiguous to the sewer line shown on said map, the owners of these buildings shall at their own expense be required to

connect the plumbing with said sewer. The party of the third part agrees to, as far as practicable, leave branches in the main sewer, to which future house connections are to be joined, and in the event of there being no branch conveniently available agrees to make the connection between the house connection and the sewer at its expense within sixty days after due notice thereof from the party of the first part for premises in the Village of Tannersville and from the party of the second part for lands adjoining said Village.

6. Whenever extensions of any of the sewer lines are necessitated by future growth and building construction of the respective communities, such extensions, when approved as to plan by the State Engineer, shall be made by the party of the third part when applied for by the party of the first part for lands in the Village of Tannersville and by the party of the second part for lands adjoining said Village. The party of the third part agrees to construct, operate and maintain such extensions in accordance with the provisions of paragraph 2 hereof, at the sole expense of the said party of the third part; and said first and second parties hereto agree to obtain the necessary easements and rights of way in accordance with the provision of paragraph 1 hereto. Upon either of said applications having been made for such extensions, the plans therefore having been approved by the State Engineer, and the necessary easements and rights of way having been obtained, the party of the third part within three months thereafter shall commence the construction of such extension and carry the same to completion with due diligence.

7. Said parties of the first and second parts hereto agree to promulgate all necessary regulations or ordinances requiring the property owners served by said sewerage system to connect their water-using sanitary fixtures with the house connections to be provided by and at the expense of the party of the third part, and further requiring the property owners to keep said house connections free from stoppage. This work shall be subject to inspection and direction of the party of the third part. Said regulations and ordinances shall prohibit the connection of roof water leaders and other surface water drains with the sewer, and shall require the removal of any running

traps on existing plumbing in the cellars of property owners, so as to provide ventilation for the house connection through the main vent.

8. Said parties of the first and second parts agree to furnish without cost or expense to the party of the third part, such water that may be necessary for the proper flushing of the sewerage system, said flushing to be done as necessary by the party of the third part with water secured from the street fire hydrants.

9. The party of the third part does hereby covenant and agree to assume all liability for damages, which may arise by reason of the construction, operation or maintenance of said sewerage system or disposal works, the connection and extensions thereof, and to save the parties of the first and second parts harmless, from any and all such claims.

10. If at any time the powers of any one or all of the parties to this agreement or of any other of the authorities herein mentioned or intended to be mentioned shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers, shall have all the powers, rights, and duties as herein defined, reserved or prescribed.

IN WITNESS WHEREOF, The Village of Tannersville has caused these presents to be signed by its Pres. and its corporate seal to be affixed hereto, The Town of Hunter has caused these present to be signed by its Supervisor and its corporate seal to be affixed hereto, and the Commissioners of the Board of Water Supply have hereunto set their hands and seals on behalf of the City of New York, and the parties of the first and second parts, and the Board of Water Supply have executed this agreement in quintuplicate, the day and year first above written, one part to remain with the party of the first part, one with the party of the second part, two others to remain with the Board of Water Supply, and the fifth to be filed in the Office of the Clerk of the County of Greene in the State of New York.