

AGREEMENT

It is hereby agreed between the Town Board of the Town of Glenville as Commissioners of Water District No. 11 of the Town of Glenville, Schenectady County, New York, acting for and in behalf of such district, hereinafter referred to as the “Glenville Water District” or as “Glenville” and the Town Board of the Town of Charlton, Saratoga County, New York, acting for and in behalf of such district hereinafter referred to as the “Charlton Water District No. .1” or as “Charlton” as follows:

1. The Charlton Water District No. 1 is desirous of purchasing water, in bulk quantities, from the Glenville Water District to be distributed to consumers within said Charlton Water District. The Glenville Water District agrees to sell Charlton water, in an amount not exceeding 750,000 gallons per day averaged over seven consecutive calendar days and the Charlton Water District agrees to buy a minimum of 14 million gallons per year of such water commencing with the first full calendar year of this agreement. Charlton agrees that it shall not resell such water to other water districts or to consumers outside of the Charlton Water District without the prior written consent of Glenville.

2. Such water shall be delivered to Charlton at the end of the existing twelve (12) inch main of the Glenville Water District on Charlton Road at the Saratoga County line, and from there Charlton shall deliver said water to customers within its aforesaid district. Charlton shall be responsible for installation of mains within its district and for transporting to and distributing the water among its customers in the said Charlton Water District and for the construction of pumping and storage facilities required within said Charlton Water District. The Glenville Water District shall have no further responsibility than to deliver potable water meeting minimum NYSDOH drinking water standards to the said Charlton Water District at the aforesaid point of delivery. Charlton shall maintain a water meter, at or within approximately two hundred (200) feet of the aforesaid delivery point, for measuring the quantities of water delivered by Glenville to Charlton. Such meter may be replaced at the sole expense of Charlton subject to

Glenville's approval of the meter make, type, size and installation. The amount of water sold by the Glenville Water District shall be determined by reading the meter at the delivery point. Meter readings shall be taken no less frequently than once per quarter by a designee of the Town of Glenville Commissioner of Public Works. The Glenville Water District shall notify the Charlton Water District at least 48 hours in advance of a scheduled meter reading so that Charlton Water District will have the opportunity to jointly read the meter(s).

3. (a) Charlton shall pay Glenville Water District for such water and an annual equivalency charge. Such charge shall be paid on or before March 1st in each year and shall be ascertained on or before the preceding September 1st. Charlton shall be notified of such equivalency charge as soon as practical after its determination. The equivalency charge shall be a portion of the debt service of Water District No. 11 for transmission lines, water supply and treatment. Such portion of the debt serviceshall be ascertained by multiplying the debt service of Water District No. 11 for the ensuing year for the aforesaid purposes by a fraction, the numerator of which shall be the full value of real property within the Charlton Water District and the denominator of which shall be the full value of the property within (i) the Glenville Water District, (ii) such of its extensions as pay a portion of such debt services for transmission lines, water supply and treatment and (iii) all other water districts furnished water by the Glenville Water District. Charlton shall furnish Glenville its assessed and full value by July 15 in each year. Full valuation for each district shall be computed by ascertaining first the valuation of such water district as it appears on the most recently completed assessment roll for the property within such water district, without any deduction whatever for veteran's or other exemptions, and then applying thereto the most recent final equalization rate established by the appropriate state agency which is applicable to such assessment roll. As used in this agreement, the term debt service shall mean payment of principal and interest which comes due during the term of this agreement in relation to any indebtedness, whether or not evidenced by bonds or notes, which has been incurred for transmission lines, water supply and treatment facilities of the Glenville Water

District. Such debt service shall include not only indebtedness for existing improvements for such purposes, but any improvements hereafter made by Glenville Water District for such purposes.

(b) The Charlton Water District shall also pay a use charge on all water consumed by such district. Such charge shall be the same as the water rates which are applicable to private single-family residential consumers within the Glenville Water District. As of the date of this agreement, such rates are: \$40.00 for the first 30,000 gallons, then \$2.35 per 1,000 gallons thereafter. If such water rates applicable to private single-family residential consumers within the Glenville Water District shall change during the duration of this contract, such rate changes will apply to the Charlton Water District.

4. Use charges shall become due within thirty (30) days after a bill therefore is rendered to the Charlton Water District. In the event payment of an equivalency or use charge is not made within sixty (60) days after it becomes due, the Glenville Water District may, at its option, discontinue, the furnishing of water upon ~~twenty~~ (20) days notice, and may take any other legal measures to enforce its claim against the Charlton Water District.

5. A water connection fee of \$1,200.00 will be paid to the Glenville Water District for any new water connection to the Charlton Water District #1 and any extension of that district. The Town of Charlton will collect such connection fees and will promptly remit same to the Glenville Water District. No new water connections will be permitted by the Town of Charlton Water District without payment of the connection fee.

6. Charlton shall accept the water "as is" at such delivery point and Glenville shall not be required to furnish any additional treatment to such water. Any re-chlorination or additional treatment desired by the Charlton Water District shall be at its sole discretion and expense. The Glenville Water District shall bear no responsibility for the quality of water once it is in the Charlton Water District system and is intermixed with other water or other potential contaminants.

7. Charlton agrees that it will adopt the same rules, regulations and water use restrictions for the Charlton Water District which are or may be applicable to consumers within the Glenville Water District.

8. This agreement shall be deemed to commence on April 1, 2023 and it shall terminate on December 31st of the tenth year thereafter on March 31, 2033. This agreement may be terminated as of the end of a calendar fiscal year by either party on thirty-six (36) months' written notice prior to the commencement of such fiscal year.

9. This agreement supersedes the prior existing agreement. The parties agree to negotiate in good faith a renewal of this agreement six (6) months prior to its expiration. If no agreement is reached by March 31, 2033, this agreement shall be automatically renewed on an annual basis under the same terms outlined above.

10. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

11. If any one or more of the terms or conditions of this agreement shall, for any reason, be held or become inoperative, unenforceable, or contrary to law, then such term(s) or condition(s) shall be deemed separable from the other terms and conditions of this agreement and shall not affect the validity of such other terms and conditions.

12. Each party does hereby covenant and agree to indemnify and keep indemnified and save harmless the other against claim for any loss, injury, death and/or damage and against any claim for compensation for which it may or shall be liable solely by reason of any action or failure to act on its part or negligence solely attributable to it.

13. This agreement constitutes the complete understanding of the parties. No modifications of any of the provisions hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
this _____ day of _____, 2023.

THE TOWN OF GLENVILLE, BY:

DocuSigned by:

Chris Koetzle

4/13/2023

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Christopher A. Koetzle, Town Supervisor

THE TOWN OF CHARLTON, BY:

DocuSigned by:

Joseph Grasso

4/13/2023

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Joseph S. Grasso, Town Supervisor

