

AGREEMENT, dated this 9 day of June, 2014, between the VILLAGE OF HOOSICK FALLS, a municipal corporation, with offices located at 24 Main Street, Village of Hoosick Falls, County of Rensselaer and State of New York, 12090, party of the first part, (hereinafter referred to as "THE VILLAGE") and the TOWN OF HOOSICK, a municipal corporation, with offices located at 80 Church Street, Town of Hoosick Falls, County of Rensselaer and State of New York, 12090, party of the second part, (hereinafter referred to as "THE TOWN"),

WHEREAS, "THE VILLAGE" and "THE TOWN" entered into an Agreement on March 8, 1971, the term and duration being forty (40) years;

AND WHEREAS, the said Agreement was in full force and affect for the full term;

AND WHEREAS, "THE VILLAGE" and "THE TOWN" desire to re-institute said Agreement with the modifications set forth herein;

IT IS UNDERSTOOD and agreed between the parties as follows:

WITNESSETH:

1. That "THE TOWN" in order to supply sewerage treatment services to all outside Village user properties utilizing Village Sewage Treatment Services requests permission to discharge sewerage wastes from the outside Village user properties into the sanitary sewerage system of "THE VILLAGE" and "THE VILLAGE" hereby grants permission to "THE TOWN" to discharge sewerage wastes into its sanitary sewerage system for an annual sewer rent based on 1.5 times the annual water rental for each residential and owner occupied two (2) family water user connected to the sewerage system in the special sewer improvement area.

2. That "THE TOWN", to provide water for the outside Village user, hereby agrees that the annual water rent charged by "THE VILLAGE" for outside Village residential and owner occupied two (2) family users shall be 1.5 times the water rental fee of Village residents. All water and sewer rental fees include routine repairs and maintenance costs to both distribution systems. Owners are responsible for individual connections from the main to the property. The parties hereto mutually covenant and agree that all rules, regulations, procedures, resolutions or laws adopted by "THE VILLAGE" governing the use of its water distribution system and sanitary sewerage system as now constituted or which may be hereinafter amended shall apply to and govern the use of the water sold by "THE VILLAGE" to outside Village users in "THE TOWN" and also apply to and govern the use of the discharging of sewerage wastes into the sanitary sewerage system of "THE VILLAGE".
3. The parties hereto mutually covenant and agree that the within Agreement shall be for a term of twelve (12) years from the date hereof, with periodic reviews every three (3) years.
4. "THE TOWN" agrees that all outside Village water users connected to the Village distribution system must be connected to a water meter.
5. "THE VILLAGE" hereby agrees to bill the outside Village water and sewer users directly the aforesaid water and sewer rentals three (3) times yearly per meter readings while this Agreement is in effect. "THE TOWN" acknowledges and agrees that "THE VILLAGE" will re-levy any unpaid water and sewer bills upon notification to "THE TOWN" of any delinquency via "THE VILLAGE" tax re-levy through Rensselaer County of said water and/or sewer charges.

6. "THE VILLAGE" hereby agrees to notify outside Village water and sewer users of delinquent balances due via overdue notices from "THE VILLAGE", the Village Attorney, and lastly, certified return receipt mailings. It is "THE VILLAGE'S" final course of action to be made whole on previous balances due (to include all past amounts due for water and sewer) and "THE TOWN" agrees that "THE VILLAGE" may re-levy those amounts along with any current outstanding water and sewer rents through its tax re-levy process through Rensselaer County.
7. "THE VILLAGE" and "THE TOWN" further agree that payment of water and sewer bonds will continue to be divided equally among all users of each service (water and sewer) irrespective of the user's location or usage amount.
8. **Amendments:** This Agreement may be amended, repealed or altered in whole or in part only by the written agreement specifically referencing this Agreement and signed by the parties hereto.
9. **Severability:** In the event that any term, provision, paragraph or section of this Agreement is or is declared illegal, void or unenforceable by a Court of competent jurisdiction, the same shall not affect or impair the other terms, provisions, paragraphs or sections of this Agreement. The doctrine of severability shall be applied. The municipalities do not intend by this statement to imply the illegality or unenforceability of any term, provision, paragraph or section of this Agreement.
10. **Entire Agreement:** This Agreement supersedes all previous contracts and negotiations and constitutes the entire agreement between the parties regarding the subject matter. Neither party shall be entitled to any benefit other than those specified herein. No oral statements or prior written material not specifically

incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendment. Each party specifically acknowledges that in entering into and executing this Agreement, it has relied solely upon the representation and agreements herein contained, and upon no others.

11. **Binding Effect and Benefits:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
12. **Assignment:** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
13. **Waiver:** No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver of such right or any other right, and a waiver on any occasion shall not be construed as a bar to or waiver of any right on any future occasion.
14. **Interpretation:** The Village of Hoosick Falls and the Town of Hoosick each acknowledge that they have had the opportunity to participate in the drafting of this Agreement and to receive the benefit and input of counsel in connection therewith. Accordingly, any rule or construction, interpretation or otherwise to the effect that ambiguities contained in the Agreement shall be resolved against the drafting party

shall not be invoked or relied upon in connection with the interpretations of this Agreement.

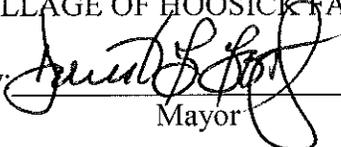
15. **Cooperation:** Each of the parties hereto shall use its best efforts to take or cause to be taken, and to cooperate with the other party hereto, to the extent necessary, with respect to all actions, and to do, or cause to be done, consistent with applicable law, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

16. **Authority to Execute:** Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized to execute the Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seal to be hereunto affixed, and these presents to be signed by their duly authorized officer the day and year first above written.

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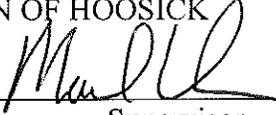
VILLAGE OF HOOSICK FALLS

By: 

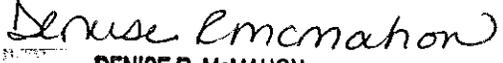
Mayor

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TOWN OF HOOSICK

By: 

Supervisor


DENISE R. McMAHON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MC8175911
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES OCTOBER 22, 2015