

INTERMUNICIPAL AGREEMENT

REGARDING THE FINANCING, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE STAR LAKE WATER DISTRICTS

Enacted
September 16, 2015



This INTERMUNICIPAL AGREEMENT OF MUNICIPAL COOPERATION (the "Agreement") is made this September 16, 2015 by and between the **TOWN BOARD OF THE TOWN OF CLIFTON**, St. Lawrence County, with offices at 7171 State Highway 3, Cranberry Lake, NY 12927, on its own behalf and on behalf of the Town of Clifton Star Lake Water District, hereinafter referred to as "Clifton," and the **TOWN BOARD OF THE TOWN OF FINE**, St. Lawrence County, with offices at 4078 State Highway 3, Star Lake, NY 13690, on its own behalf and on behalf of the Town of Fine Star Lake Water District (collectively with the Town of Clifton Star Lake Water District, the "Water Districts"), hereinafter referred to as "Fine," and the parties hereto collectively or individually also referred to hereinafter as "Town" or "Towns."

The parties agree as follows:

I. PURPOSE:

The intent of this Intermunicipal Agreement is to provide a solid foundation for the Financing, Construction, Operation and Maintenance of the WATER DISTRICTS, by establishing procedures and policies for the two Towns to follow in managing the WATER DISTRICTS.

- a. The TOWN OF FINE retained Barton and Loguidice, D.P.C., to prepare a Preliminary Engineering Report (PER) entitled "Clifton-Fine Water System Improvements" dated August 2013 and a "Map, Plan and Report" dated May 2015 for the STAR LAKE WATER DISTRICTS, Town of Fine and Town of Clifton, St. Lawrence County, New York (the "Study" and the project referred to therein, the "Project"). The Towns have both approved the said Map, Plan and Report.
- b. The Towns have reviewed the above Reports to determine the desirability and feasibility of combining operations of the two independent water districts to provide municipal potable water service to the inhabitants of the existing districts and expanding both districts to provide water to unserved areas. The parties hereto believe that the benefits to be conferred by the construction of the Project will provide assurance of a safe and adequate potable water supply to each district for the foreseeable future for each of the Towns that are part hereto.
- c. Pursuant to the authority contained in Article 5-G of the General Municipal Law of the State of New York and in Title 1-A of the Local Finance Law, and pursuant to the authority granted generally to municipalities and water districts, the Towns wish to cooperate with one another for the construction, financing, operation, and maintenance of the Water Districts set forth in the Reports.
- d. Each Town Board has considered the benefit to each Town in entering into this Agreement to share the costs associated with the construction of the Project and with the operation and maintenance of the systems which supply potable water to the Water Districts in each Town, and, believing it to be in the best interest of the taxpayers of the respective Towns, desire to enter into inter-municipal cooperation and assistance with and between each Town for the conduct of the Project and services as described herein.

II. AGREEMENT:

- a. The TOWN OF FINE agrees to supply potable water in accordance with the terms and provisions of this agreement.
- b. The TOWN OF CLIFTON agrees to cooperate with the TOWN OF FINE as necessary to support the joint goal of provision of potable water for Water District residents, in accordance with the terms and provisions of this agreement.

III. **DEFINITIONS:**

1. "Towns" shall mean the TOWNS OF CLIFTON and FINE, collectively, both located in St. Lawrence County, New York.
2. "Water Districts" shall mean the TOWN OF CLIFTON STAR LAKE WATER DISTRICT and the TOWN OF FINE STAR LAKE WATER DISTRICT, collectively, both located in the Hamlet of Star Lake, St. Lawrence County, New York.
3. "Joint Town Boards" shall mean the Town Boards of the Towns acting jointly either in a joint meeting of the Town Boards, or through consistent actions in separate Town Board meetings of the Towns.
4. "EDU" shall mean Equivalent Dwelling Unit and is the standardized unit for user fee calculations, providing consistency for equal user fee distribution amongst customers.
5. "Fund Balance" is the total accumulation of operating surpluses and deficits since the beginning of the Water Districts' existence.

IV. **HISTORY:**

The former Star Lake Water District in the Town of Fine was established in 1951 and was extended in 1964 to serve the Clifton-Fine Hospital area. The former Star Lake Water District served approximately 950 people and includes the Clifton-Fine Hospital and the Clifton-Fine Central School. The former Woodhaven Water District in the Town of Clifton was originally constructed in 1945 by the Jones & Laughlin (J&L) Corporation and was taken over by the Town of Clifton in 1969. The former Woodhaven Water District served approximately 55 people.

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V. JOINT BOARD RESPONSIBILITIES:

The Towns have joint authority and responsibility for, and shall jointly do the following:

1. Review the number of EDU's on the water system in each Town at the November joint board meeting. Review the latest tax roll; the expected costs related to the Water Districts for the upcoming year; what amount of surplus or deficit of each Water District should be applicable to the system; and the Uniform EDU Charge to be assessed in the upcoming year. EDU's will be calculated by both Towns using the same methodology, as described in each Town's local Water Law. The Uniform EDU Charge shall be adjusted annually to correct for changes in EDUs, to adjust the amount of fund balance, or to cover borrowing for prior deficits. Real Property parcels dropped from the tax rolls by St. Lawrence County will not be counted in the number of EDU's on the water system and will not be included in calculations of the Uniform EDU Charge;
2. Mutually agree to Highway Department labor and equipment cost charges when doing work for the Water Districts and reimburse the appropriate accounts using Water District funds;
3. The following determinations shall be subject to audit, such audit to be performed by an independent auditor approved by mutual written agreement of the Towns: the determination of the number of EDUs in each Water District; the Uniform EDU Charge for each Town; each Town's portion of the total annual costs and any other applicable costs incurred by each Town; and the surplus or deficit applicable to the Project. Such audit shall be undertaken at the written request of the Town Board of either of the Towns pursuant to a resolution of the respective Town Board. The cost of the audit shall be an applicable annual cost;
4. Each Town agrees that any future extensions of Water Districts shall be made through the creation of water districts or extensions to the Water Districts. Such districts or extensions shall be established and financed under the same terms as the Water Districts, and the parcels within each district or extension shall pay all costs related to such district or extension. If at any time the EDU charge to any aforementioned water district or extension for debt service is less than the Uniform EDU Charge for the Water Districts, the latter charge shall be levied with the excess revenue applied against the expenses of the Water Districts. A revised Uniform EDU Charge shall then be calculated and applied to the Water Districts and such newly created district or extension;
5. Each Town shall maintain sufficient liability, employee and property insurance to cover such Town's responsibilities and obligations under this Agreement. Except as the Towns may otherwise agree, each Town shall add the other party as an additional insured on any liability policy maintained with regard to the Water Districts. The costs of such insurance coverage shall be considered an annual cost of the Water Districts;
6. Notwithstanding any other provisions in this Agreement, FINE and CLIFTON, and any and all parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or covered by insurance maintained by either Town for either Water District or the operation or maintenance thereof, or any activities in connection with the Water Districts, regardless of the cause of the damage or loss;

JOINT BOARD RESPONSIBILITIES:

7. In the event any claims are asserted against either of the parties hereto arising out of the construction, operation, or maintenance of the Project, the Towns shall be severally liable for the defense. Payment of the claims and all related legal expenses shall be apportioned in accordance with the percentage of units assigned to each party under the Uniform EDU Charge system, except that any payment resulting from a negotiated settlement and not determined by a court of competent jurisdiction shall be subject to approval by each of the Towns. The Towns shall provide and maintain appropriate insurance against any such possible liability for the protection and benefit of the Project and of each Town with each Town's premiums apportioned as previously described. The limits of such protection and the costs thereof shall be approved pursuant to resolution of each respective Town Board;
8. The Joint Town Boards shall meet together to conduct Water District business on the first Monday in April and the first Monday in November of each year. The Town Supervisor from either Town may call additional special joint meetings during the year, if necessary. Notice of the special joint meeting must be in writing to both Town Clerks at least 7 days prior to the special joint meeting, if practicable, to ensure all Town Board members from both Towns are notified of the date, time, and place of the meeting. The Supervisor calling the meeting shall also notify the Water Superintendent of the meeting;
9. The TOWN OF CLIFTON Supervisor shall preside over the April joint meeting each year. The TOWN OF FINE Supervisor shall preside over the November joint meeting each year. The Supervisor that calls any additional special joint meeting shall preside over the special joint meeting. The presiding Supervisor will create and distribute an agenda to all Town Board members prior to the meeting. One Supervisor may relinquish the duty to preside over a meeting to the other Supervisor;
10. Each Town Board must independently have a quorum present and must vote independently to take action at joint meetings. The failure of an affirmative vote by both independent Town Boards shall prevent any change, causing the status quo to continue.

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VI. TOWN OF FINE RESPONSIBILITIES:

GENERALLY, THE TOWN OF FINE IS RESPONSIBLE FOR THE FISCAL MANAGEMENT AND RECORD-KEEPING OF THE STAR LAKE WATER DISTRICTS.

1. FINE shall be responsible for operation of the water system within the Water Districts in accordance with New York State Public Health Law, Section 225, Part 5, Subpart 5-1 Public Water Systems.

These responsibilities shall generally include, but are not limited to: the supply and transmission of potable water to all water system users in compliance with all applicable codes and standards; maintaining required chlorine residuals throughout the water system; general water system monitoring (i.e., periodic flushing and valve operation); water meter installation inspection; record maintenance; report preparation; and water service installation inspection. The “water system” referred to in this Agreement applies to: water treatment plant, water storage tank, all underground water supply pipes, valves, fittings and hydrants and appurtenances located within the Water Districts;

2. FINE shall be responsible for water system operation and maintenance not required under the above referenced Subpart 5-1. These responsibilities shall generally include, but may not be limited to: water meter reading, water main repairs, maintenance of access (i.e., plowing, mowing, etc.), and administration;
3. The TOWN OF FINE shall develop an annual estimated budget for review at the November joint board meeting. The TOWN OF FINE Town Clerk shall forward budget estimates to the TOWN OF CLIFTON Town Clerk, for board distribution, by October 10th each year. The estimated budget shall include items for which all users in the Water Districts benefit equally, showing itemized costs, including administrative costs, audit costs, insurance costs, power costs, chemical costs, labor costs, debt service payments, and a variable repair reserve;
4. The TOWN OF FINE will adopt the Water District budget, after review with the TOWN OF CLIFTON, as part of its general Town Budget;
5. FINE shall provide CLIFTON a list of any changes, user overages, or classification with associated EDUs so that CLIFTON can include the charges due in the property tax bills. This will include, for example: residential users that exceed 60,000 gallons of use for the prior twelve month period and the fees due, commercial, institutional, industrial, and other non-residential users with EDU changes, etc.
6. FINE shall invoice CLIFTON for Clifton’s Star Lake Water District uniform EDU User Fee charges, in January each year, based on the TOWN OF FINE Water Law. Any changes to the EDU calculation will be agreed upon at the previous November joint town board meeting.
7. CLIFTON shall pay FINE in full for Clifton’s Star Lake Water District EDU User Fees charges by March 31st each year, unless CLIFTON fails to collect its full tax warrant by that date in a given year, in which case, CLIFTON shall pay FINE 50% of the charges by March 31st of that year and the remainder by no later than July 31st of that year.
8. FINE will accumulate Water District Fund Balance in an effort to ensure financial security through the maintenance of a fiscally responsible unrestricted fund balance that guides the creation, maintenance, and use of resources for financial stabilization purposes. The primary objective is to maintain a prudent level of financial resources to protect against reducing service levels, raising taxes and fees, and/or borrowing to meet cash flow needs due to revenue shortfalls or unanticipated one-time expenditures. If the revenue received in any given year exceeds the expenditures, fund balance will be accumulated.

TOWN OF FINE RESPONSIBILITIES:

9. If the combined revenue received in any given year by FINE is less than that year's applicable annual costs for the Water Districts, the deficit shall be made up by the Water District fund balance, the Towns from their accumulated Project surpluses, or from short-term borrowing by the Towns, proportional to each Town's percentage of the current total number of EDUs charged for the Water Districts. The interest & principal paid on said short-term borrowing, if any, shall be an applicable annual cost when revising the Uniform EDU Charge. The Uniform EDU Charge and the inter-town transfer amounts shall be adjusted annually to correct for changes in EDUs, to limit the amount of surplus, or to cover borrowing for prior deficits;
10. FINE shall establish fees for the following: new water main taps; opening and/or closing of water service; water service installation inspection; and other services that may be deemed necessary or desirable by either Town;
11. FINE shall provide CLIFTON with at least one week's advance written notice of any non-emergency restrictions to the outflow of water into the Town of Clifton Star Lake Water District. FINE further agrees to make any and all reasonable efforts to assist CLIFTON in providing alternate connection points or acceptance methods in the case of interruptions in the water service due to any alterations, extensions, or non-emergency repairs in the water system for the Water Districts;
12. The TOWN OF FINE policy and procedure manual will apply to Water District employees, unless otherwise specified in this Agreement;
13. The TOWN OF FINE fiscal procedures and practices, including the procurement policy, will apply to the Water Districts;
14. FINE agrees to indemnify, defend, and hold harmless CLIFTON from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of FINE, its agents, employees, invitees, and those under its control, in connection with the Water Districts or while performing its responsibilities and obligations under this Agreement, except to the extent that such losses and expenses are covered by CLIFTON's own insurance policies
15. The TOWN OF FINE agrees to obtain and continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement, paid for with Water District funds;
16. The TOWN OF FINE agrees that copies of all reports (e.g., Department of Health Reports, violations involving CLIFTON, etc.) will be provided to the Town Clerk of CLIFTON for distribution.

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VII. TOWN OF CLIFTON RESPONSIBILITIES:

1. CLIFTON agrees that it shall not make any improvements, replacements, or additions to the Water District without the prior written approval of FINE, which approval shall not be unreasonably withheld. CLIFTON shall be fully responsible for all costs and expenses associated with any such improvements, replacements or additions. All plans and specifications for such improvements, replacements or additions shall be provided to FINE prior to construction for written approval, which approval shall not be unreasonably withheld, and FINE may, at its own expense, inspect the work during the construction. Water system capacity and capabilities along with fire flow shall be considered prior to FINEs approval;
2. CLIFTON's water system within the TOWN OF CLIFTON STAR LAKE WATER DISTRICT shall remain the property of CLIFTON and CLIFTON shall remain solely responsible for any unpaid indebtedness now or in the future due or owing thereon, as well as for any upgrades or improvements required to comply with any Federal, State or County Law, rule or regulation;
3. CLIFTON shall not contract to provide water to any resident beyond the boundaries specified in CLIFTON's Map, Plan and Report for the Water District without the prior written consent of FINE and the approval of all appropriate Federal and State agencies, which may at the time have jurisdiction thereof;
4. FINE's obligation to provide potable water to CLIFTON is conditioned upon CLIFTON's adopting and enforcing a Water Use Ordinance or Local Law acceptable to FINE. CLIFTON shall comply with any of FINE's rules and regulations for the use of the Water Districts, as furnished to CLIFTON from time to time. CLIFTON shall be solely responsible for any losses, penalties and/or fines occurring as a result of any failure by CLIFTON to comply within any such laws, rules and regulations;
5. CLIFTON agrees to adopt such ordinances and/or rules and regulations as reasonably requested by FINE with regard to the TOWN OF CLIFTON STAR LAKE WATER DISTRICT. CLIFTON further agrees and covenants that it shall reasonably enforce such ordinances and/or rules and regulations;
6. FINE shall not be held liable for any loss or damage from any deficiency or failure in the supply of any water service whether caused by shutting off such service in case of accident, for alterations, extensions, connections or repairs, or for any other cause whatsoever, including acts of nature;
7. CLIFTON shall cooperate with FINE at all times in the enactment and enforcement of any necessary environmental, health or other emergency laws, rules and regulations that may be considered by each Town as necessary to ensure the safe and effective operation of the Water Districts;
8. CLIFTON agrees not to use any water from hydrants within the Water District for Town purposes, except for fire purposes, without the prior, written permission of FINE; provided, however, that FINE recognizes that CLIFTON may require the use of water from hydrants for purposes of testing firefighting equipment and in such event, upon prior written notification to FINE and in accordance with FINE's procedure, CLIFTON may use water for the testing of firefighting equipment;

TOWN OF CLIFTON RESPONSIBILITIES:

9. CLIFTON agrees to indemnify, defend, and hold harmless FINE from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of CLIFTON, its agents, employees, invitees, and those under its control, in connection with the Water District or while performing its responsibilities and obligations under this Agreement, except to the extent that such losses and expenses are covered by FINE's own insurance policies;
10. Any additional services not described in this Agreement shall be timely reviewed on a case-by-case basis, and CLIFTON shall pay FINE for performing any such additional services to the extent such services were performed at CLIFTON's request.

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VIII. STAR LAKE WATER IMPROVEMENT PROJECT 2015:

1. Ownership: The TOWN OF CLIFTON owns the CLIFTON STAR LAKE WATER DISTRICT and the TOWN OF FINE owns the FINE STAR LAKE WATER DISTRICT;
2. Water District Formation: CLIFTON and FINE have each formed a new water district covering that portion and those parcels within their Town as shown in the Study and the Map, Plan and Report for each respective water district; said water districts are named TOWN OF CLIFTON STAR LAKE WATER DISTRICT and TOWN OF FINE STAR LAKE WATER DISTRICT (collectively, the “STAR LAKE WATER DISTRICTS”);
3. Identified Costs. The Towns hereby agree that the estimated Project cost, as identified in each Town’s Map, Plan and Report, is as follows:

The costs contained in this Section are subject to modification once the Project has been bid;

4. Included Costs: Prior to the execution of this Agreement, each Town has incurred expenses for engineering and legal services in connection with the study of the feasibility of the Project, district formation, state environmental reviews, requests for financial assistance for the Project, and applications to appropriate governmental authorities for approval of their respective water district. The aforementioned expenses have been or shall be initially paid from the respective Town’s Water District Funds or other applicable funds available to the Town, and shall be subsequently included in that Town’s indebtedness for this project. Where applicable, project monies received shall be used to fully reimburse the existing Star Lake Water District for any and all expenses incurred for the Preliminary Engineering Report, Map Plan and Report and any other costs associated with getting the project underway. After execution of this Agreement, the Towns may incur additional expenses relative to the Project which shall, with the consent and approval of the other party, be included in such Town’s indebtedness for the Project;
5. Financing of the Project: Financing of the Project shall be pursued through the New York Drinking Water State Revolving Fund (“DWSRF”). On behalf of the Towns, FINE has submitted a Pre-Application Form and Hardship Application to the DWSRF for financing of the proposed Project administered by the New York State Environmental Facilities Corporation (“NYSEFC”). FINE shall act as the lead municipality for securing permanent financing for the Project. FINE has submitted an application (containing such information as may be available) for DSWRF financing to NYSEFC. Prior to the Project being eligible for permanent financing through DWSRF, and to the extent permitted by applicable law, FINE shall issue such bond anticipation notes or “grid notes” as may be reasonably required based on the judgment of FINE to finance the Project and related costs. CLIFTON agrees to pay FINE their respective portion of the total annual charges incurred, including annual debt service payment, as well as any other applicable annual costs;
6. Title to Real Property: To the extent necessary, easements and any other interests in real property required for the Project shall be acquired by the Town in which it is located and shall be in the name of said Town. The cost thereof shall be part of the debt service for the Project. The amount paid (if any) for acquiring any such interests in real property shall be determined by an appraisal prepared by a qualified appraiser approved by mutual agreement of the Towns. To the extent any easements are obtained by CLIFTON, CLIFTON agrees to allow FINE and its employees and agents access to such easements as necessary to operate and maintain the Water Districts;

STAR LAKE WATER IMPROVEMENT PROJECT 2015:

7. Tax Exemption: To the extent permitted by law, each Town agrees to take such steps as may be necessary to exempt from real property taxation any of the real property, real property improvements, easements, pipelines, or other facilities associated with the Project or extensions thereof located within the Town boundaries of such party, and further agrees, to the extent permitted by law, not to assess or levy taxes against such properties. Should such conditions exist that some or all of the facilities within a given Town are deemed to be taxable; such taxes shall become an applicable annual cost and shall be incorporated into the determination of the Uniform EDU Charge.

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IX. MISCELLANEOUS:

1. TERM and TERMINATION:

A. This agreement shall continue in force until such time as any and all notes and bonds issued by FINE for the construction of the Project have been fully paid, satisfied and discharged, and shall thereafter automatically renew for a term of five (5) years unless a party has given the other party at least one hundred and eighty (180) days advance written notice of intent not to renew. If either party elects not to renew this Agreement, then this Agreement shall terminate at the end of the then-current term.

B. For purposes of this Agreement, the Commencement Date is the date on which FINE assumes control and accepts, by board resolution, responsibility of the operations of the TOWN OF CLIFTON STAR LAKE WATER DISTRICT;

2. FUTURE CAPITAL EXPENDITURES: Should capital improvements become necessary at any time in the future, an amendment to this Agreement shall be enacted to set forth such conditions and requirements as might be determined by the parties to this Agreement to be applicable;
3. DISPUTE RESOLUTION: Any disputes between the parties hereto arising out of the application or interpretation of this Agreement shall be submitted to the Supreme Court of the State of New York in St. Lawrence County, New York;
4. AMENDMENTS: It is the purpose and intent of the parties hereto to make available an adequate supply of potable water to the Water Districts. To this end, the parties hereto agree to cooperate fully by and through this Agreement of municipal cooperation pursuant to Article 5-G of the General Municipal Law. To provide the necessary authority for the financing, construction, and supervision to accomplish such purposes, the parties hereto pledge themselves and agree to amend or supplement this Agreement in the future in any way deemed necessary to adequately and properly create, construct, operate and maintain the Project;
5. ILLEGALITY OF PART: In the event that there shall be a final adjudication that any provision or provisions of this Agreement is, are, or shall be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this Agreement, and such other provisions shall continue in full force and effect;
6. RELATIONSHIP OF PARTIES: This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Each party hereto is an independent contractor. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement.
7. VALIDATION AND RELIANCE: Each Town agrees to initiate, undertake and use its best efforts to complete all proceedings which are necessary to establish, construct, finance, operate, and maintain this inter-town water system and to effectuate, otherwise, this Project and the provisions of this Agreement in accordance with all the applicable requirements of law. It is understood by all parties hereto that each Town has and shall incur costs, expenses and liabilities in connection with all acts and proceedings required to effectuate this Agreement and that each Town is proceeding to initiate, establish and operate the Project in reliance upon the Agreement of the other Town to do the same;


MISCELLANEOUS:

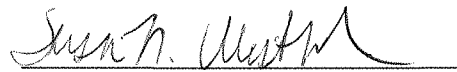
8. AUTHORIZATION: The parties hereto represent and warrant (a) that this Agreement has been presented to the governing bodies of each of the parties hereto; (b) that each such governing body has approved this Agreement by a majority vote of the entire voting strength of its governing body; and (c) that all legal steps and approvals necessary to make this Agreement binding upon such party have been taken and that this Agreement is a valid, binding obligation of such party. This Agreement shall not be binding on any of the parties until all parties have authorized and executed the same;
9. AGREEMENT IN EFFECT: This Agreement shall come into full force and effect upon formation of the Water Districts and upon approval of the Water Districts by the Comptroller of the State of New York, if the latter is required under New York State Town Law.

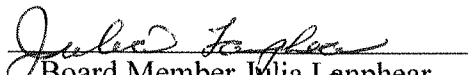
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which is deemed to be an original and caused their respective seals to be affixed the day and year first above written.

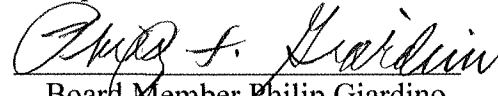
TOWN BOARD OF THE
TOWN OF CLIFTON
Acting on behalf of the
Town and the Proposed
Town of Clifton Star Lake Water District

TOWN BOARD OF THE
TOWN OF FINE
Acting on behalf of the
Town and the Proposed
Town of Fine Star Lake Water District


Supervisor Charles Hooven


Supervisor Susan Westbrook


Board Member Julia Lanphear

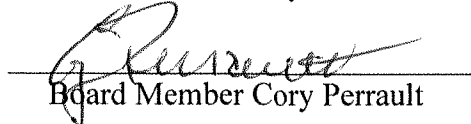

Board Member Philip Giardino



Board Member Charles Trembley


Board Member Brian Donovan


Board Member Mary Zuhlsdorf


Board Member Vickie Davenport


Board Member Cory Perrault


Board Member Max Watson