

Town and Village of Goshen
Intermunicipal Agreement
With Respect to Sewer Services

This Agreement made the 13 day of December, 2011 by and among the Town of Goshen, a duly constituted municipal corporation having offices at 41 Webster Avenue, Goshen, New York; Town of Goshen Sewer District # 1 (Hambletonian Park Sewer District), a duly constituted municipal sewer district; Town of Goshen Sewer District # 2 (Arcadia Hills Sewer District), a duly constituted municipal sewer district, all collectively hereinafter referred to as "Town" and the Village of Goshen, a duly constituted municipal corporation having offices at 276 Main Street, Goshen, New York, hereinafter referred to the "Village" recites as follows:

WITNESSETH:

WHEREAS, the Village and Town are authorized pursuant to the provisions of Article 5-G of the General Municipal Law of the State of New York to enter into agreements providing for cooperation regarding the undertaking of certain mutually beneficial municipal activities, and

WHEREAS, the Village presently owns, operates and maintains a waste water treatment facility, and

WHEREAS, heretofore the Town has created two (2) sewer districts known as Hambletonian Park Sewer District No. 1 and Arcadia Hills Sewer District No. 2, hereinafter referred to as "Districts", and

WHEREAS, the Town Board of the Town of Goshen, by operation of law, acts as the Board of Sewer Commissioners for both the Town of Goshen Sewer District # 1 (Hambletonian Park Sewer District) and Town of Goshen Sewer District # 2 (Arcadia Hills Sewer District); and

WHEREAS, heretofore the Town and Village have entered into written agreements under the terms of which the Village agreed to treat sewage generated by the aforementioned Districts in the Village Sewage Treatment Plant, and

WHEREAS, the Districts have previously constructed, operate and maintain lateral sewer systems, including sewerage pumping stations, for waste water collection from homes within the Districts, and

WHEREAS, the Town and Village now desire to enter into a new written agreement to replace and supersede all prior written agreements and/or contracts with respect to the provisions of sewer services by the Village to the Town,

NOW, THEREFORE, it is agreed by and between the Town and Village, as follows:

1. The Town will continue to operate and maintain the lateral sewer systems including the sewage pumping stations within the Districts as well as all Town lines installed on behalf of the Districts which are located outside of District boundaries.
2. The Town has and will continue to maintain a totalizing indicating recording flow meter at the terminal point of the collection system within each District. Said meter(s) shall measure all flows originating in the particular District prior to discharge into the District force main which discharges into the Village system. The Town agrees that the meter(s) will be recalibrated and certified as to accuracy by Town to the Village on an annual basis. A copy of the certification(s) shall be filed with the Village not later than the last date of March in each calendar year commencing with the first day of March, 2012, and annually thereafter during the term of this contract. The Village shall have the right to inspect and independently verify the accuracy of the District meter at any time at the Village's sole cost and expense.
3. The Village plant has a totalizing indicating recording flow meter installed at a point so that all flows into the Village plant are introduced into the Village system before the meter. The

Village agrees that said meter(s) will be recalibrated and certified as to accuracy by the Village on an annual basis. A copy of the certification(s) shall be filed with the Town not later than the last day of March in each calendar year commencing the first day of March, 2012, and annually thereafter during the term of this contract. The Town shall have the right to inspect and independently verify the accuracy of the Village meter any time at the Town's sole cost and expense.

4. (a) Beginning with the sewer bill issued by the Village in January, 2012, the Town will pay to the Village for treatment of all sewage flow from the District(s) into the Village system in direct proportion to the overall cost of treatment of all flows at the Village plant; subject to certain restrictions and modification as set forth in paragraph 4 (b) infra. The following formula will be used to calculate costs charged by the Village to the Town for treatment of the District sewage:

The total flow measured by the District meter for a 12 month period, being the period January 1 to December 31 in a particular year, divided by total flow into the Village sewage treatment plant times the total costs of the operation, maintenance, administration and related costs of operation of the Village treatment plant, less any paid contributions toward operation and maintenance or capital expenditures at the plant received from any Governmental entity; same to be credited during the Village fiscal year when received plus a ten percent (10%) surcharge on the foregoing calculated amount; plus then factoring in to the calculation an amount equal to 76% of the debt service attributable to the Village treatment plant as said debt service amount existed as of May 31, 2009.

4. (b) The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, shall exclude therefrom any and all costs and expenses directly or indirectly related to the remediation or earth removal activities performed by the Village and/or its agents and contract vendees with respect to the removal of the material stockpiled during the construction of the wastewater treatment plant.

The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, shall exclude therefrom any and all costs and expenses directly or indirectly related to any

activity in operating, maintaining, repairing, improving and/or expanding its sewerage system outside the Village plant facility.

The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, acknowledges that the prescribed New York State Accounting Manual Chart of Accounts does not provide for the allocation of common costs which are contemplated and will be incurred under the terms of this agreement. In that connection, the Village agrees to establish additional categories of cost segregation to define cost(s) with respect to the wastewater treatment facility as follows: Direct, Indirect, and DNA (Does Not Apply). Said categories of cost segregation shall include, but not be limited to, accounts such as legal, engineering, administration, insurance and Department of Public Works force account work.

Costs classified as Direct Costs are deemed 100% attributable to the Village wastewater treatment plant.

Costs classified as Indirect Costs are deemed related to the Village wastewater treatment plant in the percentage(s) as set forth in Exhibit A, annexed.

Costs classified in the DNA categories are not associated with the Village wastewater treatment plant and are not to be included in the billing formula.

Costs classified as Department of Public Works force account work.

The Village acknowledges that it has established a system to track the payroll of its Department of Public Works as it relates to the Village sewer fund. The Village will enhance the tracking system to allow further allocation of cost(s) to the wastewater treatment facility versus other areas of the Village's sewer infrastructure. The Department of Public Works costs allocable to the wastewater treatment plant will be a direct cost in the billing formula. The Department of Public Works costs allocable to other areas will be a DNA cost and not included in the billing formula.

Costs classified as fringe benefits will be allocated in the same manner and in the same categories as the associated payroll costs.

Annexed hereto as Exhibit A is a non-exhaustive listing of the pertinent category expenses, together with percentage (%) allocations if applicable, New York State account codes and classifications to be employed and/or utilized as per the terms of this agreement in calculating the pertinent annual Town bill(s).

It is understood that the allocation(s) set forth in Exhibit A annexed are estimates and are subject to adjustment based upon actual costs incurred. The appropriate percentages to be allocated shall be subject to the agreement of both the Village and Town Board. In the event the Boards cannot agree on the appropriate allocation, the Town shall pay to the Village the amounts that are not in dispute as provided in this contract. The parties will then have a period of sixty (60) days within which to reach agreement on the appropriate allocations. If agreement cannot be reached within sixty (60) days, then both parties agree to submit the disputed portion of the bill to binding arbitration for resolution.

4. (c) In the event the Village undertakes any capital improvement project directly to the wastewater treatment facility, the Town shall only be responsible for its share of costs pursuant to the formula established in paragraph 4 (a) supra to the extent that the Town benefits from such improvement. Any capital improvement project undertaken by the Village not directly to the wastewater treatment facility shall not be the cost or expense responsibility of the Town in any respect.

5. In order for the Town to prepare the budget(s) for the District(s), the Village agrees that not later than August 1st in each year during the term of this contract, the Village will advise

the Town in writing of the estimated sewer use charges which the Village will bill the Town during the next succeeding calendar year. In order that the Town and the Village have the most accurate cost and expense information available, the Town and the Village through their respective budget officers together with the liaison for sewer from each municipality shall meet semi-annually in July and October of each year to review and discuss the terms of this agreement; the actual accruing cost and expense items to be utilized by the Village in calculating the Town's sewer billings as set forth in paragraph 4 supra; the prospective billing(s) to be rendered by the Village to the Town for sewer service; the cost(s) and expense(s) of operations of the Village sewer plant and such other informational items and issues as necessary to effectuate and further the terms of this agreement shall meet; in form and negotiate, subject to the approval of the pertinent Town/Village Board, the appropriate percentage allocation(s) for the Indirect categories as set forth in Exhibit A annexed.

6. To the extent applicable to the particular municipality, the Town and the Village acknowledge that each municipality is potentially obligated to comply with any directives issues by the DEC and/or EPA or any other governmental agency.

7. The Town agrees that there shall be no additional construction permitted by the Town within the District(s) to be hooked into the existing sewer system without the prior written consent of the village; this provision shall not prevent the replacement of any home or homes destroyed by fire or other disaster. Requests for service from and access to the Village wastewater treatment facility; shall be submitted in writing, simultaneously, to the Goshen Village Board and to the Goshen Town Board. The extent of the development of an applicant's property, including but not limited to, the number of housing units that may be approved, shall be reviewed, regulated and approved strictly in accordance with the terms, provisions and regulations of the Town of Goshen Zoning Code as it exists at the time of said application. The availability of Village sewer shall not, in and of itself, allow the applicant's property to receive development approvals which would result

in a greater number of approvable units than otherwise be permitted under the Town of Goshen Zoning Code as it exists at the time of said application and/or approval.

All applications for access to the Village wastewater treatment facility shall demonstrate to the satisfaction of the Town and the Village of Goshen that acceptable wastewater disposal facilities can feasibly be developed to serve any proposed development without the necessity of extension of municipal wastewater treatment service from the Village.

In connection with the approval of any request to access the Village sewer treatment facility, the Goshen Village Board shall require and review an engineering analysis that the capacity available within the Village treatment facility is adequate and available for the additional access. Said analysis shall be made available to the Town upon submission.

8. In the event any dispute or question of interpretation shall arise between the parties relating to the provisions of this agreement, either party may submit the dispute or question of interpretation to arbitration and that each will be bound by the decision of the arbitrator(s).

9. Notwithstanding the actual date of adoption of this agreement, the parties agree that the payment provisions herein shall be effective as of the first day of January, 2011.

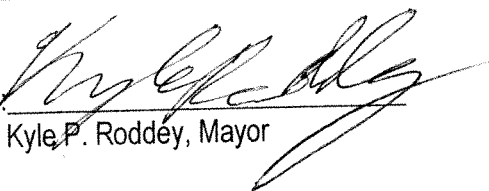
10. The Town agrees that in the event it is sixty days or more late with any payment due hereunder, that the Village shall have the right to charge interest and/or late charges on the late payment which said interest and/or late charges shall be the same rate which is then imposed by the Village on a user within the Village whose payment is late. It is understood and agreed that the aforementioned late fee policy shall not apply to any amounts in dispute unless and until it is determined or agreed that said disputed amount is in fact due and owing to the Village.

11. The Town acknowledges that there is an infiltration problem within the District. The Town has proceeded with certain steps to alleviate the infiltration problem(s) and the Town agrees that it will continue to use its best efforts to rectify the existing situation.

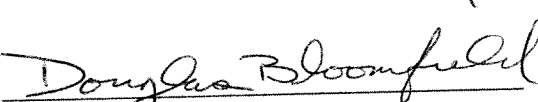
12. This agreement shall be effective for a period of five (5) years from the date hereof. At the expiration of the original five (5) year term, this agreement shall be automatically renewed in one (1) year increments unless and until the Town and/or the Village elects to terminate or otherwise modify same.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year first above written.

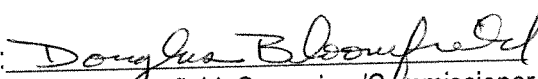
VILLAGE OF GOSHEN

By: 
Kyle P. Roddey, Mayor

TOWN OF GOSHEN

By: 
Douglas Bloomfield, Supervisor

TOWN OF GOSHEN SEWER DISTRICTS #1, 2

By: 
Douglas Bloomfield, Supervisor/Commissioner

Appendix A
Town of Goshen
Village of Goshen
Intermunicipal Sewer Agreement

<u>Expense Category</u>	<u>NYS Code</u>	<u>Classification</u>
<u>Sewer Insurance</u>		
Insurance Allocation	1910.4300	70% DNA 30% Direct
<u>Sewer Administration</u>		
Admin General Fund Svces	8110.4020	60% DNA 40% Direct
Admin Engineer Baseline (general)	8110.4160	60% DNA 40% Direct
Admin Engineer Plant	new	direct
Admin Engineer Village Projects/Issues	new	dna
Admin Attorney (general)	8110.4320	70% DNA 30% Direct
Admin Attorney Plant	new	direct
Admin Attorney Village Project/Issues	new	dna
Admin Nys Efc Fees (Existing Plant Debt)	8110.4540	direct
Admin NYS fees other	new	dna
Bonding Fees	9720.0000	dna
<u>Sanitary Sewers (Transmission Lines)</u>		
Billing Clerk	8120.1010	dna
Legal Ads	8120.4010	dna
Electric	8120.4150	dna
Postage	8120.4500	dna
Prof Services	8120.4540	dna
Repairs	8120.4564	dna
Repairs infrastructure	8120.4565	dna
Telephone	8120.4760	dna
Dpw Services	8120.4860	See agreement text
<u>Fringes</u>		
Retirement	9010.8000	All Fringes allocated based on the payroll allocation of plant workers, billing clerk, and force account dpw.
Social Security	9030.8000	
Workers' comp	9040.8000	
DBL	9055.8000	
MTA Payroll Tax	1980.4000	
Unemployment Insurance	9050.8000	
Medical	9060.8000	
<u>Debt Service</u>		
Principal on Plant Debt	9790.6020	direct
Interest on Plant Debt	9790.7020	direct
Principal on EFC Lining Project	9790.6000	dna
Interest on EFC Lining Project	9790.7000	dna
Principal on Remediation Debt	new	dna
Interest on Remediation Debt	new	dna

Appendix A
Town of Goshen
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Intermunicipal Agreement
Plant Expenses

<u>Vog Plant Operations</u>		
<u>Expense Category</u>	<u>NYS Code</u>	<u>Classification</u>
<u>Plant Personal Services</u>		
Sewage Treat/Disposal PS	8130.1000	direct
Sewer Operator PS	8130.1010	direct
Sewage Treat/DispLaborers	8130.1020	direct
Overtime	8130.1030	direct
MeterReader	8130.1060	dna
<u>Plant Equipment & Capital</u>		
Equipment	8130.2000	direct
<u>Plant Contractual</u>		
Chemicals	8130.4050	direct
Electric	8130.4150	direct
LP Gas	8130.4220	direct
Disposal Gas	8130.4260	direct
Misc Expense	8130.4420	direct
Office Supplies	8130.4440	direct
Permits/Fees/Other OH	8130.4530	direct
Equipment Repairs	8130.4560	direct
Building Repairs	8130.4570	direct
Safety	8130.4600	direct
Sludge Removal	8130.4620	direct
Lab Supplies	8130.4660	direct
Telephone	8130.4760	direct
Tools	8130.4800	direct
Education	8130.4810	direct
Clothing Allotment	8130.4830	direct
DPW Services	8130.4860	95% DNA 5% Direct
Repair Reserve	8130.4890	dna