

INTERMUNICIPAL AGREEMENT DISTRICT-WIDE SEWER REHABILITATION

This Intermunicipal Agreement (“Agreement”), effective September 1, 2024 (“Effective Date”), is by and between the County of Oneida (“County”) and the municipalities (each a “Municipality” and collectively, the “Municipalities”) the City of Utica; the Village of New York Mills; the Village of Yorkville; the Village of Whitesboro; the Village of Oriskany; the Village of New Hartford; the Village of Clayville; the Town of Whitestown; the Town of New Hartford; the Town of Paris; the Town of Deerfield; and the Town of Frankfort (such Municipalities and the County are each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to Article 5-A of the County Law, the County of Oneida formed a sewer district (“Sewer District”) which is responsible for the operation and maintenance of a sewage treatment plant and interceptor infrastructure which receives and conveys sewage collected and conveyed by municipal sewage systems tributary to the Sewer District; and

WHEREAS, during storms and heavy rains, stormwater enters the collection and conveyance systems operated by the Parties through inflow and infiltration, and since 2008, the County has engaged in sanitary sewer collection system rehabilitation projects undertaken to reduce the amount of inflow and infiltration entering the system; and

WHEREAS, the County has been designated to receive a \$26,479,000 funding package through the New York State Environmental Facilities Corporation (“EFC”), such funding package consisting of a combination of grants and loans (the “EFC Financing”), for the planning, design, and construction of sewer rehabilitation projects throughout the Sewer District service area, including projects to reduce inflow and infiltration (collectively, the “Sewer Rehabilitation Projects”); and

WHEREAS, the Parties wish to endorse the EFC Financing, including the portion thereof consisting of loans, which will be paid for by a surcharge on the users of the Sewer District; and

WHEREAS, in the event that the EFC Financing is secured, EFC requires as a condition of such financing that the rights of access set forth in this Agreement be secured from each Party in which the Rehabilitation Projects will occur; and

WHEREAS, the Parties hereto have each separately authorized the execution of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions hereinafter set forth, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **COUNTY RESPONSIBILITIES.** The County shall apply for the EFC Financing, and if the County receives the ECF Financing, shall use the EFC Financing to perform the

Rehabilitation Projects.

2. NO CHANGE OF OWNERSHIP. Each Party shall retain ownership of the collection and conveyance system infrastructure of such Party, which shall not be altered by the terms of this Agreement, nor the expenditure of funds by the County or Sewer District, nor the performance of and completion of the Rehabilitation Projects.
3. CONTINUITY OF PUBLIC PROJECTS. Each Party shall, for so long as any bonds or notes issued pursuant to the EFC Financing remain outstanding, comply with Environmental Conservation Law Sections 17-1909(4)(h)(ii) (no discontinuance of operation of eligible project while loans remain outstanding) and 17-909(4)(h)(vii) (retention of public ownership of eligible project).
4. COUNTY ACCESS RIGHTS. Each Municipality separately and unconditionally grants the County and the Sewer District an unlimited right of access to its sewer collection and conveyance systems, including rights to gain access to the collection and conveyance systems across its property as well as a temporary and non-exclusive assignment and/or delegation of any easement, right of way or other right to enter upon or across the property of another that the Municipality possesses which is required to perform the Rehabilitation Projects.
5. REVIEW AND AUDIT. The Parties shall: (a) permit the Department of Environmental Conservation ("DEC"), the New York State Comptroller ("Comptroller"), and EFC, or each of their authorized representatives, to review or audit all records related to the Rehabilitation Projects; (b) produce or cause to be produced all records relating to any work performed with the EFC Financing at such times as may be reasonably designated by the DEC, Comptroller, or EFC or their authorized representatives.
6. STATE ACCESS RIGHTS. The Parties shall permit representatives of DEC, the Comptroller, and EFC to have access to the Sewer District interceptor infrastructure and each Municipality's collection and conveyance system at all reasonable times.
7. PUBLIC BONDS. Each Party covenants and agrees that it will not take or authorize any action, or permit any action within its reasonable control to be taken, nor fail to take any action within its reasonable control with respect to the utilization of EFC Financing funds, which will result in the loss of the exclusion of interest on any bonds issued by EFC for purposes of providing financial assistance to the Parties, for which bonds issued by the County are pledged as security, from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code. Without limiting the generality of the foregoing, the Parties will not take any action or omit to take any action within each Party's reasonable control, which, assuming the Bonds were issued as bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 (a) of the Internal Revenue Code, would cause the Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141

(a) or 148 of the Internal Revenue Code.

8. UNRELATED PROJECTS. Any Party may undertake projects related to its individual sewer facilities unrelated to this Agreement. It is the intent of the Parties that this Agreement, and any subsequent agreements related hereto, shall be separate from and independent of such unrelated projects of each individual Party hereto. The Parties shall have no right to or claim against the assets, proceeds, credits or income of such independent projects.
9. COOPERATION. If required to more effectively effectuate the purposes set forth herein, the Parties agree to execute such documents and take such actions as are necessary, including but not limited to, the execution of any and all documents granting the County access, possession, or other interests and/or rights to real property owned by, controlled by or located within any of the Municipalities, as well as any and all such documents required to effectuate the EFC Financing.
10. NOTICES. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered when mailed, postage prepaid, to the Parties at the addresses set forth below, or any other address last designated by a Party in writing.
 - a. County of Oneida
800 Park Avenue
Utica, New York 13501
Attn: Law Department
 - b. City of Utica
1 Kennedy Plaza
Utica, New York 13502
Attn: Corporation Counsel
 - c. Village of New York Mills
1 Maple Street
New York Mills, New York 13417
Attn: Mayor
 - d. Village of Yorkville
P.O. Box 222, 30 Sixth Street
Yorkville, NY 13495
Attn: Mayor
 - e. Village of Whitesboro
10 Moseley Street
Whitesboro, NY 13492
Attn: Mayor

- f. Village of Oriskany
708 Utica Street, PO Box 904
Oriskany, New York 13424
Attn: Mayor
- g. Village of New Hartford
48 Genesee Street
New Hartford, NY 13413
Attn: Mayor
- h. Village of Clayville
2371 Main St.
Clayville, NY 13322
Attn: Mayor
- i. Town of Whitestown
8539 Clark Mills Road
Whitesboro, NY 13492
Attn: Town Supervisor
- j. Town of New Hartford
8635 Clinton Street
New Hartford, NY 13413
Attn: Town Supervisor
- k. Town of Paris
2580 Sulphur Springs Rd
Sauquoit, NY 13456
Attn: Town Supervisor
- l. Town of Deerfield
6329 Walker Rd.
Deerfield, NY 13502
Attn: Town Supervisor
- m. Town of Frankfort
201 Third Ave.
Frankfort, NY 13340
Attn: Town Supervisor

11. ASSIGNMENT. No Party shall assign this Agreement or any of its rights or obligations hereunder without the other Parties' express written consent. Except to the extent forbidden in this paragraph, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

12. WAIVER. No Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
13. CHOICE OF LAW & JURISDICTION. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
14. SEVERABILITY. If a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
15. TERMINATION. This Agreement shall expire at such time as any bonds or outstanding debt related to the Rehabilitation Projects are fully paid, satisfied and discharged.
16. ENTIRE AGREEMENT. The terms of this Agreement constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
17. AMENDMENT. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[The remainder of this page is blank.]

EXECUTION. In consideration of the foregoing, the governing bodies of each of the following have duly authorized the execution of this Agreement by the signatures below.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
County Executive

Date

CITY OF UTICA

Michael P. Galime
Mayor

Date

VILLAGE OF NEW YORK MILLS

Ernie Talerico
Mayor

Date

VILLAGE OF YORKVILLE

Michael A. Mahoney
Mayor

Date

VILLAGE OF WHITESBORO

Glenn W. Hopsicker
Mayor

Date

VILLAGE OF ORISKANY

Clifford O'Connor
Mayor

Date

VILLAGE OF NEW HARTFORD

Donald Ryan
Mayor

Date

VILLAGE OF CLAYVILLE

Kevin Turley
Mayor

Date

VILLAGE OF HOLLAND PATENT

Thomas C. Furlong
Mayor

Date

TOWN OF WHITESTOWN

Sean J. Kaleta
Supervisor

Date

TOWN OF NEW HARTFORD

James J. Messa
Supervisor

Date

TOWN OF PARIS

James Christian, Jr.
Supervisor

Date

TOWN OF MARCY

Brian N. Scala
Supervisor

Date

TOWN OF DEERFIELD

Gregory Sacco
Supervisor

Date

TOWN OF FRANKFORT

John Wallace
Supervisor

Date

TOWN OF SCHUYLER

Anthony Lucenti
Supervisor

Date