

INTERMUNICIPAL AGREEMENT BETWEEN
THE VILLAGE OF JOHNSON CITY, NEW YORK
AND THE CITY OF BINGHAMTON, NEW YORK
RELATIVE TO THE CLEAN WATER STATE
REVOLVING LOAN FUNDS FOR THE PHASE III
PROJECT AT THE JOINT SEWAGE TREATMENT
FACILITY

THIS AGREEMENT, made and entered into the 15th day of May, 2000 between the Village of Johnson City, a municipal subdivision of the State of New York situate in Broome County, and the City of Binghamton, a municipal subdivision of the State of New York situate in Broome County:

WITNESSTH:

Whereas, the parties to this agreement are the joint owners of the Binghamton-Johnson City Joint Sewage Treatment Plant (hereinafter "the plant"), and

Whereas, the parties must undertake substantial improvements at the plant pursuant to a consent order entered into with the N.Y.S. Department of Environmental Conservation, and

Whereas, the parties have applied for financing for the construction and completion of the improvements from the Environmental Facilities Corporation's Clean Water State Revolving Loan Fund (hereinafter "the revolving fund"), and

Whereas, the parties wish to set forth their mutual agreements and understandings relative to the administration of the construction and payment of construction costs for the improvements,

Now, therefore, it is hereby agreed by the Village of Johnson City and the City of Binghamton as follows:

1. Pursuant to a resolution of the Board of Trustees of the Village of Johnson City, the Village of Johnson City is authorized to act as "lead agency" for purposes of satisfying any environmental requirements including any requirements imposed by the State Environmental Quality Review Act (SEQR) and in accordance with the State Environmental Review Process (SERP) for Phase III.
2. Pursuant to an Ordinance authorized by the City Council of the City of Binghamton, the Village of Johnson City is authorized to act as "lead agency" as stated above. This ordinance will include documentation from the Environmental Facilities Corp. and the Department of Environmental Conservation evidencing their consents to Johnson City's status as lead agency for Phase III.
3. The Village of Johnson City is hereby authorized to do the following:
 - a. Advertise for and award bids for the construction of Phase III
 - b. Authorize necessary change orders for project expenses within the overall project budget
 - c. Pay audited claims for project expenses within the overall budget,
 - d. Execute any other documents of a routine nature as required by EFC to complete the project on schedule and in an efficient manner
 - e. Attend all construction meetings etc. as owner representative.

4. It is also hereby agreed that the ownership and the respective shares of the project's expenses shall remain 54.8% to the City of Binghamton and 45.2% for the Village of Johnson City.
5. Advances of funds for the short term financing portion of the project will be made after receipt of individual requests signed by both parties to this agreement. The requests will set forth the proportionate share attributed to the respective parties. Wire transfers of the funds will be made to each party individually into their respective bank accounts. The City of Binghamton will transfer its advances into a bank account administered by the Village of Johnson City who will then be responsible for paying claims as set forth above. The City of Binghamton will receive copies of all audited claims with attached vouchers at the time any drawdown is done.
6. Each municipality will apply any grants it receives to its respective costs. Each municipality understands that by applying any grants to its respective costs, all users of the Joint Sewage Treatment Plant benefit through the billing process.
7. All annual debt service costs incurred by each municipality for Phases I, II, and III of improvements at the Sewage Treatment Plant will be reported to the Comptroller of the City of Binghamton annually. The amount of this debt service will be credited against each owners' annual cost.
8. The Village of Johnson City accepts lead agency responsibilities for this project with the understanding that there is no compensation for being lead agency. Any costs incurred for being lead agency cannot be charged to this project, the Joint Sewage Treatment Board, or the City of Binghamton. This would not preclude the Village from applying for and accepting grant funds to offset the administrative costs incurred as lead agency.

Village of Johnson City

Harry H. Lewis 4/12/00
Mayor

City of Binghamton

Richard C. Bucca 5/1/00
Mayor

APPROVED AS TO FORM

[Signature]
Corporation Counsel