

Appendix M
Village-Town Agreement

AGREEMENT

THIS AGREEMENT, IS MADE AND ENTERED INTO THIS 17 OF MAY 2007, BY AND BETWEEN THE VILLAGE OF WOODBURY, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT THE WOODBURY FIRE DISTRICT, ROUTE 32, HIGHLAND MILLS, P.O. BOX 546, CENTRAL VALLEY, NEW YORK 10917, AND THE TOWN OF WOODBURY, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 511 ROUTE 32, HIGHLAND MILLS, NEW YORK 10930.

WHEREAS, on August 28, 2006, the Village of Woodbury, New York (hereinafter the "Village") was duly incorporated pursuant to the process and procedures set forth in New York State Village Law as a new village within the existing Town of Woodbury, New York (hereinafter "Town"), and

WHEREAS, the first election of the Village was held on November 2, 2006, at which time a Mayor and four Trustees were duly elected and presently form the governing Board of Trustees for the Village who are empowered by law to enter into this Agreement, and

WHEREAS, the Town Board is similarly empowered by law to enter into this Agreement, and

WHEREAS, the boundaries and limits of the Village are largely, but not wholly, coterminous with the boundaries and limits of the Town; the exception being only that portion of the Town comprising a portion of the municipal limits of the incorporated Village of Harriman, and

WHEREAS, it is now necessary, and the Village and Town do hereby agree by this Agreement, to determine in the best health, safety and welfare interests of the residents within the coterminous boundaries of the Village and the Town, and in accordance with New York State Village Law as part of the transition from certain Town services and functions to the Village, which municipal services and functions will be continued to be provided to Village residents by the Town, and which municipal services and functions will now be assumed and provided to Village residents by the Village, with the concomitant monies previously and to be collected from the Village residents by the Town that are associated with such assumed services and functions by the Village, to be transferred from the Town treasury by the Town to the Village Treasurer, and thereby deposited in the Village treasury, as provided by New York State Village Law § 2-252, all in order that the Village may properly and timely provide for such assumed municipal services and functions to its residents, and

WHEREAS, in order to provide all of the municipal services and functions to the Village residents to which they are duly entitled in the most fiscally responsible and efficient manner, the Village and Town do hereby agree upon adequate consideration in the mutual exchange and sharing of various responsibilities and obligations as set forth in more detail below, to provide for all such services and functions in an orderly fashion, and for such services and functions that each municipality is empowered by law to perform independently to hereby partition such services and functions in a cooperative inter-municipal manner as permitted by Article 5-G of the New York State General Municipal Law,

NOW, THEREFORE, the Village and the Town hereby agree as follows:

1. The TOWN POLICE DEPARTMENT will remain a Town service and function that will continue to patrol the Village and its residents, and enforce all laws in the Village, including, but not limited to, all Village laws duly enacted, until such time, if ever, that the Village desires to assume such function in accordance with New York State Village Law.
2. The TOWN ANIMAL CONTROL service will remain a Town service and function that will continue to service the Village and its residents.
3. The PROCTOR GATEHOUSE (to remain a Town service and function that will continue to service the Village and its residents), the not-for-profit Woodbury Historical Society, and the Woodbury Public Library, together with all associated real and personal property of such Town and noted entities, will continue unchanged. However, the Village retains its right under Village Law to appoint a Village Historian.
4. The TOWN PARKS AND RECREATION DEPARTMENT, and TOWN PARKLAND, will remain a Town service and function that will continue to be available to and service the Village and its residents. However, the Village retains the right to hereafter create Village parkland if it believes it to be in the best interests of its residents. Until and to the extent of such Village exercise of that right, all future parkland and all "Open Space" dedications shall continue to be the function of Town government, and all Town and Village Code parkland fees shall be payable to and administered by the Town.
5. The TOWN SENIOR CENTER will remain a Town service and function that will continue to service the Village and its residents.
6. The TOWN JUSTICE COURT, with its two elected Justices and support staff, will remain a Town service and function that will continue to service

the Village and its residents, until such time, if ever, that the Village desires to assume such function in accordance with New York State Village Law.

7. The TOWN BUILDING DEPARTMENT (consisting of the Building Inspector, assistants, support staff, vehicles, equipment, tools, and supplies), the TOWN PLANNING BOARD, and the TOWN ZONING BOARD OF APPEALS will, by operation of law, cease to be Town services and functions and become Village services and functions, including all associated obligations and duties vis-à-vis the Orange County Sewer District No. 1, effective JUNE 1, 2007, and to be then known as the VILLAGE BUILDING DEPARTMENT (consisting of the Building Inspector, assistants, support staff, vehicles, equipment, tools, and supplies), the VILLAGE PLANNING BOARD, and the VILLAGE ZONING BOARD OF APPEALS. Consequently, all Town budgeted monies for the 2007 fiscal year for such services and functions representing the taxes and assessments extended and levied against the Village real property, including the related costs for the Town Engineer and the Town Planner, together with all escrow monies and all bonded monies related to such services and functions, existing on May 31, 2007 shall be transferred by the Town to the Village Treasurer on June 1, 2007. Any financial obligations outstanding in connection with the operation of the Town Building Department prior to June 1, 2007, that otherwise would be a proper charge against the Town budgeted monies for the Building Department that are transferred to the Village as provided for in this Paragraph, shall become a Village responsibility. In addition, the Town, as authorized by New York General Municipal Law Article 5-G, hereby agrees to provide to the Village Building Department, and the Village Planning Board and Village Zoning Board of Appeals, the same office space and access to meeting areas, audio/video and broadcasting equipment, and copying machines in Town Hall as that enjoyed on the date of this Agreement by the Building Department as a Town Department. To the extent that there is Village Building Department or other Village use of the Town postage meter, the Town shall be reimbursed for the cost of such postage by the Village.
8. No part of the Town's 2007 budgeted monies for the TOWN ENGINEER'S general advice to the Town (as distinguished from the Town's budgeted monies for the Town Engineer's advice to the Building Department, Planning Board and Zoning Board of Appeals referenced in Paragraph "7" above) shall be transferred to the Village for the general engineering advice that may be needed by the Village from June 1, 2007 to December 31, 2007. However, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York

General Municipal Law Article 5-G, effective June 1, 2007, if such general engineering advice is needed by the Village during the period of June 1, 2007 to December 31, 2007, it may have the amount for such advice charged against the Town's budgeted monies therefor. In no event may the amount of such charges exceed seven-twelfths (7/12ths) of all Town budgeted monies for the 2007 fiscal year for such Town Engineer services and functions representing the taxes and assessments extended and levied against the Village real property.

9. Owing to the Town no longer needing any general planning advice of the TOWN PLANNER after June 1, 2007, and the Village being in need of such general planning advice during the period of June 1, 2007 to December 31, 2007, all as a result of the Village assuming the general zoning and planning functions and services by operation of law, all Town budgeted monies for the 2007 fiscal year for such services and functions representing the taxes and assessments extended and levied against the Village real property for such general planning advice existing on May 31, 2007 shall be transferred by the Town to the Village Treasurer on June 1, 2007.
10. The TOWN WATER AND SEWER DEPARTMENTS including the Superintendent, and all employees, vehicles, equipment, tools and supplies, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, and with due consideration to the goal of eliminating or minimizing to the greatest extent possible any unnecessary duplication of costs to those residents within the coterminous boundaries of the Village and the Town, shall become Village Departments on January 1, 2008, and will continue their function to service the Water and Sewer Districts that, by operation of law, cease to be Town Special districts and thereby become the responsibility of the Village on January 1, 2008. As provided in State law, the employees related to such Special districts "shall to the greatest extent practicable in the discretion of the Board of Trustees be continued in the same or similar positions as Village employees and, in connection therewith, shall have all the rights provided by the civil service law as if their former positions with the district had originally been established by the Village." (Village Law § 2-254(6)(e)). If the Village Water and Sewer Departments are in need of Town Highway Department equipment and manpower to service the Water and Sewer Districts, then the Town will provide such equipment and manpower to the Village when available and at a fair and reasonable cost. All of the above is subject to any special legislation that may be passed by the State Legislature and thereafter becomes law, whereby the Town is permitted to retain or regain the

authority to administer the Special Districts, which legislation both the Village and the Town support. If the Water and Sewer Departments are transferred to the Village on January 1, 2008 because no special legislation then exists to permit the Town to retain the Special Districts, and if such special legislation thereafter permits the Special Districts to revert to Town authority, then the Town is hereby obligated to then assume responsibility for the Water and Sewer Departments, including all personnel, equipment, etc., and specifically including the employment by the Town of all Water and Sewer District employees then employed within the Water and Sewer Departments, and the concomitant assumption of all responsibility for personnel remuneration, benefits, accrued leave, etc.

11. The TOWN CONSOLIDATED WATER DISTRICT, HIGHLAND LAKE ESTATES SEWER DISTRICT; WOODBURY CONSOLIDATED SEWER DISTRICT, WOODBURY SEWER DISTRICT NO. 1, and the APPLE HILL ESTATES, WEST POINT FARMS, and WOODBURY JUNCTION STORM DRAINAGE DISTRICTS, and ALL OTHER TOWN SPECIAL DISTRICTS THAT ARE WHOLLY CONTAINED WITHIN THE VILLAGE OF WOODBURY will, by operation of State law, cease to exist as Town Districts and will become the responsibility of the Village on December 31, 2007. At or before such time, the Town shall transfer to the Village all such monies, reserves, real and personal property, equipment, tools, supplies, contracts, insurance, documents, instruments and other muniments of title, books, records and other data, relating to the operation and management of such Districts, together with a certified inventory of all such property, as required by New York Village Law § 2-254(5). The amount of monies and reserves to be transferred from the Town to the Village shall be determined no later than December 3, 2007, and shall be transferred to the Village on January 1, 2008. All of the above is subject to the same special legislation and intentions as set forth in Paragraph "10" above.
12. The WOODBURY FIRE DISTRICT, unless otherwise provided by the New York State Legislature through special legislation, as requested by both the Village and Town through Municipal Home Rule Requests, will, by operation of law, cease to exist on December 31, 2007, at which time all fire, hose, protective or hook and ladder companies and all authorized squads or other units of such District, including the memberships thereof, shall continue to exist, but the members of all such companies, squads or units shall constitute a corporation and the Fire Department of the Village, pursuant to New York Village Law § 2-254(1).(2).(6)(c).

13. The TOWN LIGHTING DISTRICT is a Town improvement district that encompasses parts of both the Village and the Village of Harriman, and the Town and Village, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, hereby agree not to dissolve such Lighting District but to permit it to continue to exist as a Town Lighting District, unchanged by the incorporation of the Village.
14. The TOWN REFUSE DISTRICT is a Town improvement district that encompasses parts of both the Village and the Village of Harriman, and the Town and Village, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, hereby agree not to dissolve such Refuse District but to permit it to continue to exist as a Town Refuse District, unchanged by the incorporation of the Village.
15. The TOWN HIGHWAY DEPARTMENT, including the Highway Superintendent, and all of its employees, equipment, tools and supplies, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, shall continue to exist as a Town Department as permitted by a State Comptroller's Opinion, and will service (including snow plowing), repair, maintain, pave, construct, and supervise all aspects of Village roads and Town/Village sidewalks to the same degree and attention previously accorded Town roads and sidewalks. The Town Highway Department shall continue to be under the supervision and direction of, and funded by, the Town. There shall be no separate charge or chargeback to the Village for this service and function. The Town shall raise such necessary funds for the support of the Town Highway Department through the receipt of Woodbury's share of Orange County sales tax monies that the Village would be otherwise entitled to receive, and the taxation of appropriate Town residents as previously accomplished prior to the incorporation of the Village, subject to an Opinion of the New York State Comptroller that will be solicited on this issue. If the Town Highway Department is in need of Village Water and Sewer Department equipment and manpower to service the Town Highway Department, then the Village will provide such equipment and manpower to the Town when available and at a fair and reasonable cost.
16. The TOWN BUILDING AND GROUNDS DEPARTMENT (including all employees, equipment, tools and supplies) pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, shall continue to exist as a

Town Department, and will service not only Town owned buildings and grounds, but will also service the Town owned building areas and grounds to be occupied by the Village and its Departments. There shall be no separate charge or chargeback to the Village for this service and function. The Town shall raise such necessary funds for the support of the Town Building and Grounds Department through taxation of appropriate Town residents as previously accomplished prior to the incorporation of the Village.

17. The TOWN ASSESSOR, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, effective immediately, shall also serve as the VILLAGE ASSESSOR, utilizing to the greatest extent possible all hardware, software and other equipment and supplies used by the Town Assessor at no additional cost or chargeback to the Village. However, the incremental and increased costs thereof owing to Village assessments will be borne by the Village.
18. The TOWN SUPERVISOR SUPPORT STAFF, pursuant to this inter-municipal cooperation agreement between the Village and the Town as authorized by New York General Municipal Law Article 5-G, effective June 1, 2007, will be made available to the Mayor of the Village to perform such similar support functions as that provided for the Town Supervisor on an as, when, and if needed basis, not to exceed ten (10) hours on average per week. There shall be no separate charge or chargeback to the Village for this service and function. The Town shall raise such necessary funds, if any, for this shared service through taxation of appropriate Town residents as previously accomplished prior to the incorporation of the Village.
19. The EMERGENCY RESPONSE PLAN, PRE-DISASTER MITIGATION PLAN, AND OTHER DISASTER RELATED PLANS, shall be the responsibility of the Town to devise (after incorporation of all reasonable comments by the Village) and implement, and such plans will be jointly adopted by the Town and Village. All emergency declarations in accordance with New York General Municipal Law to be made for that area of the Town that is co-terminus with the Village, shall be made by the chief executive officer of the Town, unless and until such chief executive officer of the Town is unable to act in a timely manner in response to an emergency, at which time the chief executive officer of the Village may make such declarations for the Village.
20. As referenced above in Paragraph "15," New York State law allows Villages to receive the entirety of Orange County sales tax revenue for

Woodbury. The Village is hereby permitting the Town to receive these sales tax revenue monies to assist it in financing the various functions and services that this Agreement sets forth will continue to be the responsibility of the Town, except for sixteen percent (16%) of such sales tax monies that the Town will pay over to the Village upon the Town's receipt of the periodic sales tax payments by the County. This sixteen percent (16%) of sales tax revenue monies represents the sales tax revenue that the Town has represented it has historically allocated for those services that the Village will now administer. The result of the splitting of the sales tax revenue in this fashion will have no net impact on the Village and Town taxpayers.

21. If there were ever to be accomplished a dissolution of the Village of Woodbury, the Town shall then be obligated to retain as Town employees and appointments all Village employees and appointments for the functions of the Town that were transferred by the Town to the Village in accordance with this Agreement and by operation of law owing to the incorporation of the Village.

TERM The term of this Agreement shall be five years, measured from the date of this Agreement first above written, and shall be automatically renewed to the greatest extent permitted by law unless and until the Village or the Town, at least twelve (12) months prior to the end of such term, gives notice to the other that it desires to end or re-negotiate this Agreement. In the event that such notice is given and a new agreement is not approved by both the Town and the Village prior to the end of the then current term, then this Agreement shall terminate at the end of such term.

MERGER AND MODIFICATION This Agreement constitutes the entire agreement of the parties hereto, and all prior oral or written representations, understandings and agreements had between the parties with respect to the subject matter of this Agreement are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be assigned, amended or otherwise modified except by a writing referencing specifically this Agreement, executed by both parties after authority therefor has been given by each respective municipal Board.

APPLICABLE LAW This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SAVINGS CLAUSE In the event that any part or parts of this Agreement are found to be void or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same force and to the same effect as though the void or unenforceable part or parts were deleted, unless by

such modification the essential provisions of the Agreement and the heart of the shared responsibilities provided for herein is substantially modified thereby. In such event, the parties hereto will enter into good faith negotiations to modify this Agreement so as to preserve the essential provisions of this Agreement and the heart of the shared responsibilities provided for herein.

IN WITNESS WHEREOF, the following parties, through their Chief Elected Officials, after receiving authorization from their respective municipal Boards, have executed this Agreement as of the date first above written.

VILLAGE OF WOODBURY

TOWN OF WOODBURY

By: Stephanie Bejean-Weeks
Mayor Stephanie Bejean-Weeks

By: John Burke
Supervisor John Burke