

**Intermunicipal Cooperation  
Between the  
Town and Village of Ossining:**

**Legal, Financial and Operational Considerations**

**Prepared by the Edwin G. Michaelian Institute for  
Public Policy and Management of the  
Dyson College**



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## **INTRODUCTION AND STUDY TEAM**

The Edwin G. Michaelian Institute for Public and Management of Dyson College, Pace University has undertaken a study for the Town and Village of Ossining, New York to analyze the history of intermunicipal cooperation between the municipalities.

The primary purpose of the study was to assist the Town and Village in evaluating the viability of eleven (11) existing intermunicipal agreements by identifying legal, financial and operational issues arising out of the terms of those agreements.

The study has three core analytic areas to it as follows:

### **Legal Review and Analysis**

The legal component of the study entails review and analysis of the eleven (11) intermunicipal agreements for (1) consistency with the procedural requirements of the General Municipal Law and the substantive requirements of other applicable state statutes and local code provisions; and (2) clarity and legality in the division of responsibilities between the parties to those agreements.

### **Financial Analysis**

The financial analysis component of the study entails review and analysis of the equity, rationality, suitability and comparability (to other similar municipal arrangements) of the cost allocation formulas set forth in the various agreements.

### **Operational and Managerial Analysis**

The operational and managerial component of the study examines current operational areas covered by the existing eleven (11) intermunicipal agreements to determine whether such agreements actually reflect current practices between the Town and Village. Where relevant, comparisons to best practice operations are made. Areas for future cooperation between the Town and Village are identified.

## STUDY METHODOLOGY

Information for this study has been gathered from a variety of sources to obtain as much pertinent information and data as possible to conduct a comprehensive review and analysis. The primary sources are:

- The eleven (11) existing intermunicipal agreements
- The respective budgets of the subject municipalities
- New York State Law and applicable local codes
- Interviews with relevant officers and department heads with salient knowledge
- Pertinent official reports and records
- Observations from site visits
- Relevant academic and professional guidelines and literature

The study team for this project consisted of:

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**Lester D. Steinman, J.D.**, Director of the Edwin G. Michaelian Municipal Law Resource Center of Pace University.

**Michael A. Genito, MBA, M.P.A.**, Adjunct Professor at Pace University and the Michaelian Institute for Public Policy and Management.\*\*

**Patty Dwyer, M.P.A., MS (Accounting)**, Adjunct Professor at Pace University.

\* In August, 2008 Dr. Nickerson left Pace University to become Dean of Arts and Sciences at Iona College.

\*\*In January, 2009 Mr. Genito became the Director of the Edwin G. Michaelian Institute for Public Policy and Management.

## EXECUTIVE SUMMARY

### Legal

Eleven (11) Intermunicipal Agreements between the Town and Village of Ossining have been reviewed and analyzed in this report. Specific recommendations for each of the agreements as well as for all future IMA's to be entered into by the Town and Village are included in this report. The Agreements cover the following substantive areas:

- A. Street Lighting- The Village provides the personnel, equipment and materials necessary to maintain and repair the Town's street lights.
- B. Fire Protection District- The Village Fire Department furnishes fire protection services to the Town of Ossining Fire Protection District.
- C. Sewers- The Village disposes of sewage originating in the unincorporated area of the Town.
- D. Parker Bale Lift Station – The Town accepts sanitary sewage generated by the Mystic Point condominium development which is situated partially within both the Town outside and the Village and from certain other Village properties formerly connected to the Piping Rock Lift Station at the Town's Parker Bale Lift Station.
- E. Water - The Village supplies water to consumers in the Ossining Town-wide water district at a rate 50% greater than the Village resident rate.
- F. Consolidation of Comptroller and Treasurer Functions – The Village Treasurer administers the Town's financial, accounting, data processing and purchasing functions.
- G. Consolidation of Town and Village Clerk Functions- The Town Clerk performs the duties of the Village Clerk.
- H. Recreation Functions- The Village Superintendent of Parks and Recreation administers a combined recreation program for the Town and Village.
- I. Veteran's Park - The Town conducts and operates the recreation facilities and provides recreation services to Town and Village residents at the Village owned Veteran's Park.
- J. Municipal Dumpsters – The Town pays the Village for the provision of dumpsters, including the regular removal of refuse disposed of in the dumpsters.
- K. GO-TV - GO-TV's establishment and operation of a cable television station for public, educational and governmental access programming.

Most of the IMA's date back to the 1990's, with some being older (Sewers) and a few being more recent (Parker Bale Lift Station; Water). Due to changed circumstances, and the legal, financial and operational recommendations contain in this report, all of the agreements would benefit from renegotiation and redrafting. A template for drafting those future IMA's is provided in the report.

Indeed, in certain instances, the original IMA has expired according to its terms (Street Lighting, Fire Protection, Sewers). While the existence of a written agreement is not an essential prerequisite for a valid IMA, renewal or extension of an IMA requires the same formality as approval of the original IMA, i.e. an act of the legislative body of each of the participants. Absent such independent legislative acts, the enforceability of these agreements could be called into question.

From a legal perspective, in many instances, the IMA's lack sufficient detail regarding the duties and responsibilities of the parties. For example:

(1) The Street Lighting contract is silent as to the department, officers or employees in each municipality responsible for performing, supervising and or coordinating the performance of the street lighting maintenance. Nor are there provisions identifying the Village employee to be notified when requesting such services, requiring the timely completion of such services, detailing the manner of approving the performance of such services and providing for the auditing of the costs therefore. Any future agreement should state that in performing the duties of the agreement, Village employees at all times remain Village employees under the control of the Village and are not entitled to any compensation from the Town. Provisions also should be included requiring employees performing the services to be properly trained. Minimum insurance provisions required to be obtained by the Village should be set forth with the Town designated as an additional insured.

(2) The Fire Protection District agreement should include a map and/or an appropriate metes and bounds or other detailed description of the Ossining Fire Protection District and the Primary and Secondary Fire Protection Areas within the District. Additionally, in drafting a new IMA for this service we recommend that consideration be given to memorializing the following duties and responsibilities of the Village and/or the Fire Department to:

- Maintain and furnish suitably trained and qualified personnel and appropriate equipment.
- Maintain workers' compensation, general liability and property insurance with appropriate minimum limits.
- Timely report claims for damage or injury.

- Indemnify the Town.
- Secure and pay for all necessary licenses and permits.
- Assume all liability for any loss, injury caused by or to its fire apparatus sustained in answering any call.
- Assume responsibility for the payment of all claims for injury or death of all persons, including fire department personnel, occurring in connection with services rendered under this agreement.

(3) The Sewer agreements should be revised to address the following matters:

- Identify locations of interconnections where one municipality receives the other's sewage flow.
- Consider whether metering of these interconnections is financially feasible to more accurately measure sewage flow.
- Each municipality should provide the other with a license over its streets or properties as is necessary for the construction of duly approved interconnections.
- Establish procedures for review and approval of additional interconnections and compliance with applicable provisions of the Town and/or Village codes.
- Designate the municipality that will monitor and inspect the construction of the additional interconnection and be responsible for acceptance of the work.
- Establish procedures for billing and payment of bills.
- Establish procedures for issuance of permits to connect into the sewer system.
- Compliance by each community with all applicable rules and regulations of the other municipality and County, State and Federal regulatory agencies with respect to sewage, pipes and facilities within its municipal boundaries.

(4) The Recreation Functions Agreement should include performance criteria, standards and a description of the components of the recreation program to be conducted and a representation that such program will be adequately supervised and that appropriate safety measures for program participants will be provided. The role, if

any, for either the Town or Village or joint Town/Village Recreation Commission should be addressed. The facilities of the Town and Village to be used for the recreation program should be specified as well as who will be responsible for maintaining and repairing those facilities and at whose cost.

(5) The GO-TV agreement should include references to the policies that will govern GO-TV's operation including, but not limited to, public access to facilities, equipment, training, channel space and program content and scheduling. Reference should also be made to the role to be played by the Town's Cable TV advisory committee which was established to serve as advisory body for the public, educational and municipal access channels of cable television.

## **Financial**

Intermunicipal agreements (IMA) should achieve several financial goals, including but not limited to lower costs and the allocation of fair costs to each party in the agreement. IMAs range from those involving the basic sharing of resources to mergers, annexation or the complete transfer of services. Costs associated with IMAs should be calculated appropriately and include both direct and indirect costs, and the financial component of an IMA should indicate the cost concept used. Data sources must be relevant and timely, and the IMA should be reviewed at least annually and whenever there are changes in law, policy, or practice that would significantly impact the provisions of the IMA.

The various (11 in total) IMAs involved in this study were developed several years ago and should be updated. The Maintenance and Repair of Street Lights IMA does not involve large sums of money, but could be improved with a more detailed description of how labor costs are calculated and the use of an hourly equipment rate rather than mileage for equipment costs. The Town of Ossining Fire Protection District IMA appears to underfund the Village for the cost of operations, especially when considering the fact that 35% of the amount collected must be remitted to the volunteer fire department. Other improvements to this IMA would include a provision for pricing adjustments at year end, the inclusion of debt principal in the cost structure, and the appropriate formulae for the allocation of insurance costs.

The Sanitary Sewer agreement uses an appropriate measure (metered water) to determine billing for the sewer service provided, but could be refined by using a winter month usage as opposed to year-round usage, to more properly reflect actual amounts of wastewater treated. Consideration should be given to a more detailed study that would determine if the charges to consumers reflect a full recovery of costs. Sewer operations are currently accounted for in a "special revenue" fund. This should be reviewed to determine if the use of an enterprise fund would be more appropriate. The Parker Bale Lift Station agreement has several deficiencies that require correction to clarify the basis and formula used to calculate costs and charges for this service. Consideration should also be given to ensuring that this agreement does not conflict

with the terms and conditions of the Sanitary Sewer agreement, and the opportunity to incorporate the Parker Bale Lift Station agreement into the Sanitary Sewer agreement. The Water agreement uses an appropriate charge for customers outside of the Village (50% more than Village users). However, a water rate study should be performed to ensure that the rates for customers, both Village and otherwise, are appropriate, and the Village should consider accounting for the activities of the Water Fund in an enterprise fund rather than a special revenue fund.

The Comptroller and Treasurer Functions IMA requires extensive rewrite to reflect not only an update on costs, but as well to include full costs (all direct costs and indirect costs). The allocation of costs should likewise be reviewed, and the detailed description of services to be performed should be concise enough but as well broad enough to allow for a full understanding of what services are being provided with enough flexibility to provide for changes in law, technology, practice, or operations. Similarly, the Town and Village Clerk Functions IMA could be improved by eliminating the detailed enumeration of duties and replace same with a more general reference to various laws concerning the responsibilities and duties of town and village clerks.

The Recreation Functions IMA should be updated to reflect the allocation of costs and what, if any, items included in an inventory at the inception of the agreement would require replacement upon termination of the agreement. The Veteran's Park Agreement should establish the basis for the allocation of shared costs. Consideration should be given to incorporating the Veteran's Park Agreement into the Recreation Functions IMA to eliminate conflicting terms and conditions between the agreements.

The Municipal Dumpster agreement appears to provide for an appropriate charge, even though the agreement itself does not appear to provide for certain direct and indirect costs such as employee benefits, insurance, and debt service.

The GO-TV agreement is an IMA only in the sense that it establishes that two municipalities (Village and Town) agree to remit to a third party (GO-TV) some or all of the cable franchise fees collected in return for the operations of government cable television broadcasting. The municipalities should entertain a study to determine whether or not GO-TV has complied with the terms and conditions of the agreement, and obtain a current inventory of equipment funded under the agreement. The municipalities should also consider incorporating the agreement into the "Cable TV IMA" (an IMA beyond the scope of this study), which is an agreement among the Town, Village, and School District.

## **Operational**

Various Town and Village officials are administering all but one of the intermunicipal agreements (IMAs) examined under this study. A source of confusion and frustration among those responsible for implementing the IMAs can be attributed to a lack of an historical perspective necessary to gain an understanding of the legislative and/or administrative history of the eleven (11) intermunicipal agreements. Despite the

lack of a clear unanimity of purpose and the passage of time, there has been a successful and concerted effort to institutionalize the IMAs to bring about the desired service efficiencies. Therefore it is recommended that all of the IMAs (with the exception of GO-TV) be renewed.

Collectively, the IMAs should be rewritten with clear preambles that identify the purpose, intent and scope of the IMA. Where applicable, responsible parties should be identified, and insurance and related indemnity provisions renewed. A tickler system should be established to periodically audit and update required insurance provisions.

The agreements that involve shared human resources (Comptroller, Clerk, Recreation and Fire Services IMAs) should be rewritten and modernized first, since they are administratively essential to both municipalities.

Services and functions under the Comptroller and Clerk IMAs would be best illustrated by referencing the duties of these public officers cited in Town Law and Village Law. The Treasurer and Clerk should be consulted and relied upon to assist in preparing the IMAs. There are discrepancies among some of the obligations that are stated in the IMAs and the actual services provided. For example, there has been considerable expansion of IT services provided by the Village that are not required under the Finance IMA.

The Recreation IMA presents opportunities to share and expand both recreation and parks services. A more integral role for a joint Parks and Recreation Advisory Board or Recreation Commission should be explored. There are informal arrangements occurring that should be formalized through an expanded IMA. There are also opportunities to comprehensively plan for facilities upgrades and park maintenance standards when revisiting the Veteran's Park agreement.

The Fire Protection agreement must redefine the service area and set forth the means and methods of deployment. Operational and financial audits should be conducted and the municipalities should explore alternative models for fire services provision.

It is recommended that the agreements that involve shared services and/or shared infrastructure include maintenance standards, remedies for service interruptions, and cancellation provisions.

The Sewer use agreement needs to identify the cost drivers attributed to the excess sewage flowing from interconnections with the Town. Also, a list of all Town districts served by the Village under this IMA should be appended to the IMA. The Town should verify that none of the sewage it conveys is generated from other municipalities.

The Water IMA is silent on a number of important issues: Water quality, the authority to resell NYC water to outside customers, sampling techniques and maintenance standards. There is a premium mark-up on water used by the Town for its

municipal operations (parks and other uses) that should be addressed. There are also taxes paid by the Village for its water facilities and related infrastructure that extends within the Town outside. The parties should consider whether any of these charges could be reduced or credited in a manner that would benefit the water fund budget and therefore all customers.

The GO-TV agreement was reportedly defunct by the onset of this study. If the parties desire to partner with GO-TV in the future, it is recommended that subsequent agreements and service engagements be limited to the production and airing of government programming on designated channels. The agreement should establish a rate per meeting or per hour for personal services and studio use.

Throughout the report, new areas for future cooperation have been identified. These areas are recommended based upon the analyses of the existing IMAs (IT Master Plan, Parks & Recreation Master Plan; Joint Recreation Commission; Joint Fire District) as well as based upon the successful experiences of other communities (Purchasing; Investment Pools; Justice Court; Building and Code enforcement activities).

## INTERMUNICIPAL COOPERATION – AN OVERVIEW

### A. Legal Framework

#### 1. Constitutional and Statutory Delegations of Authority<sup>1</sup>

Municipalities in New York State enjoy broad authority to enter into cooperative intergovernmental agreements. General Municipal Law Article 5-G. Pursuant to Article IX, § 1(c) of the New York State Constitution, the Legislature has empowered municipal corporations,<sup>2</sup> and certain county and town districts “to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project.” General Municipal Law § 119-o. A joint service is broadly defined to mean “joint provision of any municipal facility, service, activity, project or undertaking or the joint performance or exercise of any function or power which each of the municipal corporations or districts has the power by any other general or special law to provide, perform or exercise, separately.” General Municipal Law § 119-n(c). Thus, an essential prerequisite to the exercise of the powers conferred by the Constitution and General Municipal Law is that each participating municipality must possess the power to do the act or perform the service individually. General Municipal Section 119-n(c) provides for the extension of appropriate territorial jurisdiction to effectuate such agreements.

Provision is also made for cities, towns and villages, among other entities, to provide for a common water supply (GML Article 5-B), to develop an excess water supply to sell to other municipal corporations (GML Article 5-C), to construct and develop excess sewage and drainage facilities (GML Articles 5-D, and 5-E), and to incur indebtedness therefore, for the purpose of agreeing to convey and dispose of sewage and storm waters and other surface and sub-surface waters collected by another public corporation or improvement district. Alternatively, two or more municipalities may enter into agreements to provide for common drainage facilities, including joint

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<sup>1</sup> This overview is limited to the general enabling statutes for intergovernmental cooperation and does not address the myriad provisions throughout New York State law authorizing municipal cooperation for particular functions and activities. Where a particular function or service to be shared is subject to both the general enabling provisions of Article 5-G and another more specific statutory grant of authority, reference to both sections is required and compliance with additional conditions or prerequisites may be necessary. A table of these individual provisions, excerpted from “Intermunicipal Cooperation and Consolidation” published by the New York State Comptroller’s Office, is attached as Appendix A.

<sup>2</sup> Municipal Corporation is defined as a county outside New York City, a city, town or village, fire district, school district or board of cooperative education services. General Municipal Law § 119-n (a).

acquisition, construction, operation and maintenance. General Municipal Law Article 5-F. The acquisition and development of such facilities may involve the participating municipalities acting jointly or through one of the contracting municipalities acting for all of the participating municipalities. General Municipal Law § 119-h. Such joint contracts shall include provisions for the “acquisition and construction of the common facilities; the management and operation of the system; the method of fixing the proportionate share of each participating municipality and all other matters necessary to effectuate such an arrangement.” General Municipal Law § 119-g.

Article VIII, § 1 of the New York State Constitution creates an exception from the general constitutional prohibition on the gift or loan of credit by permitting “two or more [local government] units [to] join together pursuant to law in providing [and financing] any municipal facility, service, activity or undertaking which each of such units has the power to provide separately.” Each such local government unit, as authorized by the Legislature and subject to constitutional tax and debt limits, may “contract joint or several indebtedness, pledge its or their faith and credit for the payment of such indebtedness for such joint undertaking and levy real estate or other authorized taxes or impose charges therefore” to finance such joint projects. The Legislature is further empowered to regulate the amount of such indebtedness, the manner in which it is incurred and the method for allocation and apportionment of such indebtedness among joint project participants. Under Local Finance Law § 15.10(c), joint indebtedness may be apportioned and allocated on the basis of “a ratio of full valuations of real property or on a basis of the amount of services rendered or to be rendered, or benefits received or conferred or to be received or conferred, or on any other equitable basis.”

Pursuant to General Municipal Law §119-o, an intermunicipal agreement (“IMA”) may contain provisions relating to:

- Equitable allocation of revenues and costs based upon full valuation of real property, the amount of services rendered, benefits received or conferred, “or on any other equitable basis, including the levying of taxes and assessments to pay such costs on the entire area of the corporation or district, or on a part thereof, which is benefited or which receives the service”
- Employment of personnel
- Responsibility for the establishment, maintenance and operation of the joint service or joint water, sewage or drainage project and the fixing and collecting of charges, rates, rents or fees
- Purchasing and making contracts
- Acquisition, ownership, custody and maintenance of property
- Obtaining federal and state aid and accepting gifts

- Designation of a fiscal officer of one of the participants to have custody of monies and payment authorization in connection with the expenditures for a joint service or a joint water, sewer or drainage project
- Responsibility for liabilities arising out of the operation of the joint service or joint water, sewer or drainage project and insuring against same
- Procedures for periodic review of the terms and conditions of the intermunicipal agreement, including terms relating to its duration, extension or termination
- Adjudication of disputes
- Addition to or withdrawal from participation
- Other matters as reasonably necessary to effectuate and carry out the joint service or a joint water, sewage or drainage project

IMA's must be approved by a majority vote of the governing body of each participant. General Municipal Law §119-o. Where the authority of any participant to perform any function, service, activity or project, or to finance same, is subject to a public hearing, referendum, consent by other governmental entities or other requirement applicable to the making of contracts, compliance with such prerequisites are required to participate in an IMA.

The duration of an IMA, unless otherwise provided by law,<sup>3</sup> may extend up to a period of five (5) years. Such agreements may be reviewed at the end of their terms or amended or cancelled prior thereto. Where the performance of the agreement involves issuance of indebtedness by the participants, either jointly or severally, the term of the agreement may extend up to a maximum period of time equal to the period of probable usefulness established by § 11.00 of the Local Finance Law for the object or purpose for which the indebtedness was issued. General Municipal Law § 119-o (2) (j).

Additional authority to enter into intermunicipal agreements for the purpose of cooperatively undertaking comprehensive planning and land use regulation is set forth in Town Law § 284, Village Law § 7-741 and General City Law § 20-g. By the enactment of those sections, the Legislature sought:

“to promote intergovernmental cooperation that could result in increased coordination and effectiveness of comprehensive planning and land use regulation, more

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<sup>3</sup> See e.g. General Municipal Law §§ 119-a and 119-d (contracts for sewage disposal and drainage, up to 40 years).

efficient use of infrastructure and municipal revenues, as well as the enhanced protection of community resources, especially where such resources span municipal boundaries.”

Under those statutes, cities, towns and villages may enter into agreements with each other to, among other things:

- “create a consolidated planning board which may replace individual planning boards. . .
- create a consolidated zoning board of appeals which may replace individual zoning boards of appeals . . .
- create a comprehensive plan and/or land use regulations which may be adopted independently by each participating municipality
- provide for a land use administration and enforcement program which may replace individual land use administration and enforcement programs . . .
- create an intermunicipal overlay district for the purpose of protecting, enhancing or developing community resources that encompass two or more municipalities.”

Town Law § 284(4); Village Law § 7-741(4); General City Law § 20-g (4).

Joint agreements under these sections may contain such provisions as deemed appropriate by the parties, including provisions relating to the items delineated in General Municipal Law § 119-o as previously discussed. Local laws may be amended, as appropriate, to incorporate the provisions contained in such joint agreements.

## **2. Intergovernmental Relations Councils**

As an inducement to intermunicipal cooperation, Section 239-n of the General Municipal Law authorizes any number of municipalities to create an Intergovernmental Relations Council (“IRC”) to “strengthen local governments and to promote efficient and economical provision of local governmental services within or by such participating municipalities.” An IRC is empowered to conduct surveys, studies and research programs and to disseminate the results to aid in the solution of local government problems; consult and cooperate with state, municipal and public or private agencies in matters affecting local government; to devise and recommend practical ways and means to promote greater economy and efficiency in the planning and delivery of municipal services; to provide a forum for local governments to explore and develop areas for intermunicipal cooperation; to operate as a purchasing consortium for the

purpose of obtaining economies through joint bidding and purchasing; and to purchase and make available to participants goods and equipment.

Members of the IRC shall elect officers and adopt bylaws to govern its operation. The governing body of each participant is authorized to raise by taxation and include in its budget sums necessary to meet all or part of the expenses of establishing and maintaining the IRC.

## **B. General Financial Considerations**

Intermunicipal agreements should achieve the following financial goals:<sup>4</sup>

- Allocation of fair costs to each municipality
- Lower cost to each municipality than if provided independently
- Sharing of total costs (direct, indirect, general and administrative)
- Prompt payment of amounts due to/from each municipality
- Avoid dependence on grants or aid

Shared services arrangements can best be understood when placed on a continuum that would reflect the following:<sup>5</sup>

- Minimum Integration, at the far left of the continuum, includes very basic sharing of information, equipment, coordination of efforts, and joint promotion.
- Moving upward in integration, the next phase is mutual aid, contracting with another government for service, sharing facilities, joint ownership, and consortiums or pools (investment pools, insurance consortiums, etc.)
- The next category upward in integration includes merged departments, special districts, shared contracts with private firms, and regional planning.
- At the top of the integration continuum we find mergers, annexation, and/or the complete transfer of service provision.
- As integration increases, so does the change to the service architecture, the political support and administrative trust required, and the return on community investment potential.

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<sup>4</sup> Office of the New York State Comptroller, Division of Local Government Services and Economic Development. "Intermunicipal Cooperation", Chapter 15 of the *Local Government Management Guide* (Albany, New York: Office of the New York State Comptroller, 2003.), 6-7.

<sup>5</sup> Ruggini, John, *Intergovernmental Service Sharing* (Chicago: Government Finance Officers Association of the United States and Canada, 2007.), 6.

As with any other service, a service provided or shared through an IMA should have the cost of the service properly calculated, and if applicable, properly allocated to each municipality. The term “cost accounting” defines the procedures used for rationally classifying, recording, and allocating current or predicted costs that relate to a certain product or production process.<sup>6</sup> “Activity-based costing” (ABC) is a cost accounting method that estimates the total cost of a service or product, including the direct costs of labor and materials and the indirect costs of support activities.<sup>7</sup> “Cost analysis” is the process of defining a service and establishing the cost of providing the service based on total cost, marginal cost, variable cost, or any other relevant cost element.<sup>8</sup> Some of the more common terms used in cost accounting are defined as follows:<sup>9</sup>

- Direct cost – a cost that can be assigned specifically to a particular product or service (e.g.: salaries and benefits of employees providing a service).
- Indirect cost – a cost necessary for the functioning of the organization as a whole, but which cannot be directly assigned to one service (e.g.: gas and electric utilities costs for an office building).
- Total (or full) cost – the sum of all costs, direct and indirect, associated with a particular product or service.
- Fixed cost – a cost that does not change with increases or decreases in the amount of product or service produced or provided (e.g.: rent).
- Variable cost – a cost that increases or decreases with increases or decreases in the amount of product or service produced or provided (e.g.: fuel).
- Sunk cost – a cost that has already been incurred (e.g.: purchase equipment several years ago).
- Marginal cost – the increase in total cost associated with the production or provision of one more unit of product or service (e.g.: the additional cost to make one more stop on a garbage route).

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<sup>6</sup> New York State Society of Certified Public Accountants, “Accounting Terminology Guide,” [http://www.nysscpa.org/prof\\_library/guide.htm#C](http://www.nysscpa.org/prof_library/guide.htm#C) (accessed March 15, 2008).

<sup>7</sup> Michel, R. Gregory. *Cost Analysis and Activity-Based Costing for Government*. (Chicago, Illinois: Government Finance Officers Association of the United States and Canada, 2004), 137.

<sup>8</sup> Kelley, Joseph T. *Costing Government Services: A Guide to Decision Making* (Chicago, Illinois: Government Finance Officers Association of the United States and Canada, 1993), 30.

<sup>9</sup> Kelley, Joseph T. *Costing Government Services: A Guide to Decision Making* (Chicago, Illinois: Government Finance Officers Association of the United States and Canada, 1993), 29.

- Life-cycle cost – the total of all costs associated with ownership of an asset (building, vehicle, equipment, etc.) over its lifetime (the costs of acquisition, operation, and maintenance less any resale value).
- Unit cost – the cost to produce one unit of product or service.
- Opportunity cost – the value of the benefit that would have been received if an alternative course of action had been taken.

The financial component of an IMA should indicate what cost concept (total cost, marginal cost, unit cost, etc.) was selected as the basis for calculating costs and an explanation of the calculation to be used and sources used to obtain the data being entered into the calculation. Preferably, the IMA would include a sample calculation with references to data sources. Definitions of the data sources should be developed carefully so as to eliminate confusion in preparing the calculation each year or whenever required. For instance, the term “assessed valuation” may refer to “total assessed valuation” or it may refer to “taxable assessed valuation”. Likewise, IMA’s attempting to provide protection from inflationary costs will include a reference to “the CPI” without being specific as to which CPI is the intended index. The data used in a calculation should come from sources and published documents such as adopted budgets, audited annual financial reports, or information readily available from trusted sources such as the Bureau of Labor Statistics, New York State Office of State Comptroller, etc.

The data source should be relevant, timely, and accurate, which in terms of IMA’s may or may not be easily achieved. For instance, in calculating the cost for a particular service in the forthcoming year so that the other party to the IMA can better prepare an annual budget, should one use numbers from 1) the forthcoming year’s budget (which are planned, not actual, expenditures), 2) the prior year’s audited financial statements (which in the forthcoming year will be two years old), 3) an estimate based on historical and/or current year costs (which is subject to the skills of the estimator, the methodology and sources of data, and a wide variety of other possible variations).

As with any document that results in a financial transaction at some point in time, the IMA should include specific information as to billing, payment, and the actions available for late or non-payment. The IMA, and especially the financial component of the IMA, should be reviewed annually. This review should not only determine that the intent and provisions of the IMA are being followed, but as well to ascertain what, if any, changes should be made to the agreement. Laws, accounting rules, technology, and “best practices” are just some of the items that can change significantly from year to year, turning what was once high-value IMA into one of low-value, or worse, an economic burden to one or more of the parties to the IMA.

## C. Maximizing Benefits Of Intergovernmental Cooperation

Officials and employees of the Town of Ossining and Village of Ossining are fundamentally concerned with providing municipal services at an economical, efficient and effective scale. All know and agree that a resident taxpayer is rarely concerned about the *source* of services if they are provided in an economical, efficient and effective manner. In furtherance of their stated goals, the Ossinings have executed and implemented a variety of cooperative, intermunicipal agreements (“IMAs”). Eleven IMAs were examined to determine if the specific services agreed upon under these contracts were in fact being performed in a manner that met the mutual expectations of the Town and Village.

### 1. Understanding The Nature of the Agreement

Cooperation agreements are typically divided into two categories: *Joint agreements and service agreements*. A “joint agreement” is used when the participating governments agree to share in the performance of a function or the construction and operation of a facility. It usually provides for *significant participation* by each municipality. There is generally a “rough equality” among the participants with regard to resources and facilities, so that the potential contribution of each is similar. NYSBA Government Law and Policy Journal, Winter 2007, Vol. 9, No.2.

Of the eleven IMAs examined, only the tri-party agreement entitled “*Agreement Between the Village of Ossining, the Town of Ossining, and Greater Ossining Television, Inc. Regarding the Establishment and Operation of a Cable Television Studio and the Operation of Public Channels*” resembles a joint agreement. All other IMAs examined are “service agreements,” wherein and whereby one municipality contracts with another to provide a service at a stated price. Service agreements are appropriate when the participants are substantially different in size or capability, or when a readily definable commodity – such as water, sewer, sanitation or street light maintenance – is provided. Id.

In the course of interviewing employees and officials, it became evident that there was considerable confusion over the nature, intent and the scope of many of the service agreement IMAs, particularly those that involved the provision of human resources (the Clerk, Treasurer, and Recreation agreements). Consequently both municipalities have experienced internal and external pressures that ultimately led to this independent study. When diagnosed, these pressures were found to originate in part from a lack of recognition and/or acceptance that the majority of IMA agreements were simply service agreements, and that it was not the intent of either party to divest itself of any interest in oversight or management of the services to be performed. In most instances, there were concerted efforts to allocate the cost of services on some proportionate basis (based on assessed valuation, use, percent of population, or other agreed upon means) that was recognized by the parties as fundamentally fair and politically defensible. There were necessary compromises and concessions that, if not

## **2. Preserving and Enhancing Partnerships**

From inception to date, there have been disagreements when interpreting, implementing, and administering many of the provisions of the IMAs. Perceptions of what was "lost" and what was "gained" by one municipality over another were shared by many of the employees responsible for delivering services. Functions and expectations have "evolved" but the IMAs remained static. Representatives of both the Town and Village expressed confusion and disagreement over the scope of work, the intent of the parties, and the allocation of costs.

Municipal officials were in agreement that, despite the need to modernize and amend the IMAs to address open issues, the cooperative agreements have resulted in efficient and effective service delivery for their respective and mutual constituents. As long as the Town and Village agree to keep the focus on cost sharing and the resultant savings, these partnerships will continue to be construed as "win/win" situations for both participating municipalities. The willingness to compromise and forge partnerships needs to be reinforced by succeeding elected officials and employees and embraced by those who are responsible for performing and providing the services.

### **Analysis of Intermunicipal Agreements**

As part of this study, the Town and Village of Ossining have provided eleven (11) Intermunicipal Agreements between them for our review and analysis. Each of those agreements is discussed below with specific recommendations for each as well as for all future IMA's to be entered into by the Town and Village.

#### **1. Street Lighting**

##### **Legal**

This agreement provides for the Village to provide the personnel, equipment and materials necessary to maintain and repair the Town's street lights. The Town agrees to reimburse the Village for the actual cost for providing this service. Reimbursement is to be made through quarterly payments to the Village based upon a labor hourly rate in effect in 1992. The Town also will pay for fringe benefits at 45% of the labor cost, vehicle use at thirty-five cents per mile, and materials used at cost.

The Town Police notifies the Village of any lights that need repair. The Town agrees to indemnify the Village and its employees from claims arising out of the performance of this contract.

The agreement was entered into in 1992 for a term of one (1) year, ending December 31, 1992. No provision for extension or renewal is included in the contract and no written evidence of any such extension or renewal has been provided.

By its terms, therefore, this contract expired on December 31, 1992. While the existence of a written agreement is not an essential prerequisite for a valid IMA, renewal or extension of an IMA requires the same formality as approval of the original IMA, i.e. an act of the legislative body of each of the participants. Absent such independent legislative acts, the enforceability of this agreement, and other similarly situated agreements between the Town and the Village discussed hereafter, would be called into question.

The 1992 contract is silent as to the department, officers or employees in each municipality responsible for performing, supervising and or coordinating the performance of the street lighting maintenance. Nor are there provisions identifying the Village employee to be notified when requesting such services, requiring the timely completion of such services, detailing the manner of approving the performance of such services and providing for the auditing of the costs therefore. These matters should be addressed in any future agreement. Similarly, any future agreement should state that in performing the duties of the agreement, Village employees at all times remain Village employees under the control of the Village and are not entitled to any compensation from the Town. Provisions also should be included requiring employees performing the services to be properly trained. Minimum insurance provisions required to be obtained by the Village should be set forth with the Town designated as an additional insured.

## **Financial**

The annual amounts (approximately \$5,000)<sup>10</sup> paid for services under this agreement are not material in dollar amount to the budgets of either the Village or the Town, but it is important that the costing methodology and payment process is fair and appropriate. For example, Paragraph 3 of the agreement concerning “quarterly” payment should be rephrased, preferably with a given date (“April 1”, “July 1”, etc.) or at least specifying the three-month periods intended. There should also be language concerning whether or not late payment penalties are incurred, and if so, the penalties and how they are calculated. Unit (hourly) cost calculations normally include general and administrative indirect costs, but since the annual amounts paid and received are immaterial the cost of calculating them would most likely outweigh the benefit of including them.

The labor rate should indicate “at the actual amounts paid to the employees of the Village performing the service” and should specify what constitutes the hours to be

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<sup>10</sup> “General Fund Revenue – 2263 Street Lighting”, Village of Ossining 2008 Adopted Budget, 2.

paid. For instance, is the time spent on a call calculated from dispatch to return, or only for time spent on the work site? What hourly increments are used (half-hour, quarter-hour, tenth of an hour, nearest minute)? Are there, or is there the potential for, a required minimum call time, such as a union employee being paid a four-hour minimum for call-out on a weeknight, weekend, or holiday? Agreement language to the effect that the Town would be charged for actual amounts paid by the Village for labor eliminates any issues related to different rates paid to different employees, different rates paid for overtime vs. straight time, different rates paid for call-out or other special provisions, etc.

Fringe benefits should be recalculated at least annually and whenever there is a significant change in the benefits afforded and the rates of such benefits, and should include all benefits provided to employees assigned to tasks covered under the agreement. The agreement provides a flat rate equal to 45% of labor cost. A quick review of current (2008) rates indicates that this is probably understated: FICA 7.65%; state retirement 8.5%; medical 27.69%<sup>11</sup>, and workers compensation (class code 7538) 10.44%<sup>12</sup> total closer to 54% of salaries. One benefit that should be reviewed annually but not necessarily included in the calculation is the cost of unemployment insurance. Currently that amount is immaterial (approximately \$6,500 in 2008).

It is unclear why a mileage, rather than an hourly, equipment rate was selected. It is equally unclear as to how it was determined that thirty-five cents per mile was an appropriate rate. It is recommended that the vehicle/equipment component of the unit cost be calculated using the rates as published in the *Federal Schedule of Equipment Rates*<sup>13</sup> in effect at the time the work is performed. Using the federal rates has many advantages. The federal rates are designed to incorporate, on average, the total life-cycle costs associated with a given vehicle or piece of equipment, thereby eliminating the need for the Village to perform such calculations. The federal rates are published and readily available, eliminating controversy as to what rate should be used. Using the federal rates will facilitate reimbursement from FEMA or other federal agencies for work performed in a federally declared emergency.

Using the actual cost for materials is appropriate, but the Village should ensure that “cost” is total cost to bring the materials into service. Again, the annual amounts generated by this agreement are immaterial, but it would be worthwhile to “walk through” from requisition to delivery the costs incurred in the procurement of street lighting supplies. For instance, in addition to the cost of the part (including any related shipping costs), there are salary and benefit costs associated with the employee(s) creating, approving, and processing the requisition and/or purchase order, those receiving and storing the part, and those paying the invoice. There are costs associated with materials and supplies used in this process (paper, copying, etc.) as well as administrative (supervision) and facility (building, telephone, etc.) overhead costs.

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<sup>11</sup> Calculated by dividing total medical benefits by total salaries, as found on pages 69 and 161 of the Village of Ossining Adopted 2008 Budget.

<sup>12</sup> New York Compensation Insurance Rating Board, “New York Manual Rates Effective 10/1/2007”, <http://www.nycirb.org/> (accessed March 7, 2008).

<sup>13</sup> See <http://www.fema.gov/government/grant/pa/eqrates.shtm> (accessed March 3, 2008).

Performing a walk-through can often reveal that cost reductions and efficiencies can be gained if certain processes are eliminated or modified.

### **Operational**

The agreement between the Town and Village has been ongoing despite the expiration of the original service contract. Adjustments have been made annually to reflect the current cost of labor and fringes. There are two employees budgeted in the Village's budget for street light maintenance. However, under current billing there is no longer any calculation made for mileage charges. Materials are billed at per unit costs.

It was evident that the Ossining Town Police send reports of street light outages occurring in the Town to the Village's Department of Public Works. Calls are also received during office hours from residents. Village DPW clerical staff refer the report to the appropriate field personnel and a work order process follows. The Village employee notes the date of service, time spent and outcome of the service call. This information is given to DPW clerical and is attached to a quarterly invoice submitted to the Town for payment.

Timely performance under this agreement is essential for roadway safety, crime prevention and deterrence. Accordingly there should be a reasonable expectation that the Village will prioritize street light outage repairs. The parties to the IMA should make a statement in this regard. This would also entail language to permit either party to engage a third party to perform these services should the Village be unable to respond or repair the fixtures.

The agreement should state where the reports or calls should be directed and to who's attention. The current practice seems to work fine: A street light outage report is generated by the Town Police and faxed to the Village's Department of Public Works.

On occasion there are problems with the energy source, not the lamp or fixture, and Con Edison must be called for repairs. The agreement does not address such instances and it should identify who is responsible for contacting Con Edison when they occur. It follows that the agreement is silent as to whether the Town would be charged a "service call" should the Village's employee be unable to repair the light. There should also be a provision though which the Town or Village can engage a third party to perform if the Village is unable to.

## **2. Fire Protection District**

### **Legal**

This agreement provides for the Village Fire Department to furnish fire protection services to the Town of Ossining Fire Protection District. The agreement was entered into in 1991 for a one (1) year period terminating December 31, 1991. No provision for extension or renewal is included within that agreement. Neither the Town nor the Village

has provided us with any written documentation to indicate that such agreement has been renewed with the requisite formalities previously discussed. The consent of the Village Fire Department, and/or Fire Company or companies providing such service, to any such extension or renewal would also be required.

The agreement provides for the Town to pay the Village the sum of \$161,907 in 1991. The funds to be paid are a charge against the District property owners to be assessed, levied and collected with Town taxes. The sum of \$56,667 is to be paid by the Village to the Village Volunteer Fire Department pursuant to Section 209-d of the General Municipal Law.

Any future IMA's should include a map and/or an appropriate metes and bounds or other detailed description of the Ossining Fire Protection District. Similarly, the description of Primary and Secondary<sup>14</sup> Fire Protection Areas within the District, referred to in paragraph 2 of the agreement, should be included.

Paragraph 1 of the agreement describes the obligation of the Village Fire Department to respond to fires occurring in the District "when notified by alarm or telephone or from any person within the district of a fire therein." Whether a person calling in the fire alarm is in the District at the time of the call should be irrelevant to the response obligation.

Paragraph 6 referring to the rights, privileges and immunities of the members of the Village's fire department while acting under the IMA is partially excerpted from General Municipal §209. That statute refers to mutual aid obligations and may not be applicable to this agreement. See 1982 Op. St. Comp. 276. Absent a different statutory predicate or another authority, it is also unclear that, by contract, the parties can confer such additional powers on the Village Fire Department members.

Another question arises regarding the proper signatory on behalf of the Village Fire Department for granting consent to such an agreement. According to the State Comptroller, "in a village the volunteer fire company (not the fire chief of the village fire department), must express its consent to the contract". 1990 Op. St. Comp. 20. The procedure to be followed by the fire company granting its consent is an internal matter which would be generally governed by the company's bylaws. Id.

Generally, in drafting a new IMA for this service we recommend that consideration be given to memorializing the following duties and responsibilities:

- The Village and the Fire Department agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the District.

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<sup>14</sup> Reference is made in the agreement to another IMA between the Town of Ossining and the Village of Briarcliff Manor pursuant to which Briarcliff Manor is primarily responsible for providing fire services in the Secondary Fire Protection Area. Analysis of that agreement, which has not been submitted, is beyond the scope of this study.

- The Village agrees to maintain workers' compensation; general liability and property insurance with appropriate minimum limits. Proof of compliance with these insurances and amounts should be provided to the Town and the Town should be named as an additional insured on such policies.
- Claims for damage or injury shall be reported to the Town Attorney and Town finance officer (Village Treasurer) as soon as possible but not later than 24 hours from the time of such accident or such claim followed by a detailed report within 3 days thereafter.
- Indemnification by the Village and Village Fire Department to the Town.
- The Village and Fire Department agree to secure and pay for all licenses and permits necessary to perform and render the services herein.
- Representations by the Village and the Fire Department as follows:

The Fire Department is qualified to perform the services outlined here.

The Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report regarding a fire occurrence within the District to the Fire Marshall or other designated Town Official.

The Fire Department agrees to ensure that all members performing fire protection services are adequately trained and qualified as determined by completion of a national, New York State or equivalent fire training program and receive any periodic refresher training that may be required.

The Village and Fire Department agree to assume all liability for any loss, injury caused by or to its fire apparatus sustained in answering any call.

The Village and Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire department personnel, occurring in connection with services rendered under this agreement.

- If capital expenditures are contemplated in connection with the acquisition of fire equipment for fire protection services, prior notice of any such

## Financial

The agreement provides that the Town will pay the Village an annual amount in monthly installments for fire protection afforded to a certain area of the Town. Paragraph 5 of the agreement further provides that the Village would remit a sum certain to the Village of Ossining Volunteer Fire Department. There is no indication in the original agreement as to how the amounts paid by the Town to the Village, or by the Village to the Village of Ossining Volunteer Fire Department were determined. However, we were provided with a copy of an email dated October 23, 2006 from Linda Abels to Connie Di Salvo (both of the Village of Ossining) that included a "Fire Department Services – Cost Analysis – Year 2007".

The cost analysis currently used by the Village should be modified to include total costs and to allocate those costs using consistent data. The fiscal 2007 charges are calculated using fiscal 2005 actual fire department operating costs; 4% of general government costs representing the fire department's share of general, and administrative overhead<sup>15</sup>; 25% of insurance costs<sup>16</sup> for workers' compensation, physical damage, auto collision, and unallocated insurance; actual debt interest related on debt issued for fire service equipment and facilities, and actual amounts expended for fire service costs but categorized as interfund transfers. The total of all of these costs is then allocated 27% to the Town as its share using the 2001 assessment roll and representing the percentage of assessments in the Town Outside Village assessment roll. The agreement and calculation are silent as to why the 2001 roll is used and whether the roll to be used is the total assessments or taxable assessments.

Immediately apparent is the fact that the Village is collecting significantly less than the cost of the service provided. The calculation does include costs for the fire department and allocated indirect costs. However, 35% (\$56,667/\$161,907) of the amount paid by the Town must be remitted to the Volunteer Fire Department. Further, the debt service costs include only the repayment of debt interest, and do not include the repayment of debt principal.

The calculation of charges can be improved significantly with the following modifications:

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<sup>15</sup> The calculation indicates that in fiscal 2005, total fire department expenditures represent 4% of total general fund expenditures.

<sup>16</sup> The agreement and calculation are silent as to how the Village arrived at 25% as the appropriate allocation for insurance costs attributable to the fire department.

- The pricing formula should be incorporated into the agreement as a separate clause or appendix.
- Amounts included as costs and used in calculating allocation percentages (fire department operating costs, general government costs, total general fund costs, insurance costs, debt service costs, taxable assessments, etc.) should all source from the same fiscal year and preferably from the same published document, such as the annual budget document.
- The agreement should allow for a year-end adjustment based on the audited financial statements in the event that during the year there were significant variances between the original numbers used in the calculation and the actual numbers for the fiscal year. For instance, the Village should be able to recover the allocated cost of an expensive and unforeseen federal or state mandate that went into effect mid-year. Likewise, the Town should be entitled to a refund if the Village were to unexpectedly receive a grant for the cost of equipment that was included in the original calculation.
- Principal paid on debt related to fire services should be included in the calculation.
- The calculation used to determine the allocation of insurance costs should be documented, and the calculation used for the allocation of workers' compensation insurance will probably be different than the calculation used for the allocation of other types of insurance. The allocation of workers' compensation insurance should be based on the workers' compensation premium for volunteer firefighters using a percentage of taxable assessed value of the district to the total taxable assessed value of the Town. This same allocation percentage should then be, applied to general and administrative costs associated with workers compensation insurance.

### **Operational**

Since 1991, the costs attributed to the Town for fire protection have been based upon a complex formula. The total of the Village's annual fire department operating expenses incurred by the Village - two years prior to the actual service year - is divided by the total Village budget from the same year to determine the % of the total operating budget the fire department budget represents. That percent is then multiplied by the total of the Village's "General Government Costs" and that sum is attributed to the Town as overhead. Then 25% (the audited figure) of both workers' compensation and comprehensive insurance costs, along with debt service payments are added to the operating budget and calculated overhead to determine the "grand total" for fire department operations (all based on actual costs incurred two years prior).

GML 209 (d) limits the amount of contractual proceeds a Village can pay its volunteer fire department to 35% if the Village owns the fire department's apparatus and

equipment. Accordingly, the original 1991 agreement provided for the remittance of 35% of the contract's proceeds to be paid to the Volunteer Fire Department. If the intent of the IMA in 1991 was to provide the Fire Company the maximum payment allowed pursuant to 209d, it is no longer operable. In subsequent years these payments did not amount to 35% of the contractual proceeds, since the Village has fixed this contribution at \$110,162 in both 2007 and 2008 operating budgets (vs. \$145,474 and \$154,044 @ 35%).

In accordance with 209 (d) it should also be noted that any moneys paid over to a fire company pursuant to section 209-d are to be "expended for fire department or company purposes only" (see 18 Op. St. Comp. 1962, p 101). The IMA does not recite such requirements.

Also, although there is no statute requiring the fire company, which constitutes the village fire department, to submit its books and records pertaining to receipt and expenditures of the proceeds from fire protection contracts and fund raising to the village board for audit, the village board may make such a requirement a condition to entering into fire protection contracts for outside service (Op. St. Comp. 88-55). Financial information may be obtained under the provisions of the Not-for-Profit Corporation Law and the Freedom of Information Law. The board of fire commissioners or, if there is no board of fire commissioners, the board of trustees may require the submission of a report by the chief of the fire department. Id.

There should be a contractual reference to the statutory authority for the payments (GML 209d) as well as a provision for an independent audit of the proceeds obtained by the fire department under this agreement.

If not the current practice, it is recommended that the Ossining Fire Department be subject to the purchasing and investment policies of the Village of Ossining.

Further, it is noted that since the inception of the agreement, serial bonds and notes have been issued. An amended agreement should address these events and determine how capital expenses will be apportioned.

In a memorandum dated October 28, 2002 from Town Supervisor John Chervokas to Village Manager, Paul Shew, Ryder Road and Pine Road were "subtracted" from the total assessed value calculation of properties served under this agreement. A map illustrating the service area under contract should be appended to any subsequent IMA in lieu of defining the area by exceptions.

The Village should represent that its fire companies will respond with qualified, trained personnel. The IMA states that the department will respond with suitable apparatus and equipment, but does not represent that its responders are qualified to perform. The Agreement should either reference firefighter qualifications or state that all personnel are trained and qualified in a manner that meets or exceeds minimum standards.

An addendum containing a non-discrimination clause specifically pertains to the Village since the Village is responsible for approving the membership of its fire companies (see Charter C9-1; C9-2.). This representation should be made within the body of the IMA. Accordingly, the Village Board of Trustees is “authorized to regulate and determine the number of fire companies in the Fire Department and the number of men in each company, and to make any regulations covering the same” (C9-1). The Village should review and approve the form and content of each fire company’s membership application and its application process, as well as company policies, procedures and bylaws, to ensure compliance with non-discrimination provisions and related state and federal laws.

It is noted that there are paid dispatchers within the fire department. The source and method of dispatching could not be determined. The IMA should identify the means and methods of dispatch and response. The Ossining Fire Department’s website states that *“the Town of Ossining contracts with the Village of Ossining for fire protection. We dispatch three engines, one ladder, and a rescue on all alarms to the Town of Ossining”*. If this is true, this should be stated in the IMA as the protocol for response to all fire calls in the Town outside. If this is not the protocol, it should be changed to reflect current practice.

### **Areas for Future Cooperation**

The Town and Village should explore the feasibility of other models for fire service provision, including creating a Joint Fire District or a consolidated Fire District incorporated as an independent political subdivision.

The Town and Village should consider joint legislative and educational initiatives such as Knox Box provisions, site plan and subdivision referral provisions, and/or sprinkler system/smoke detector inspection programs.

## **3. Village Sewers**

### **Legal**

According to the preamble to this agreement, the Town of Ossining has numerous sanitary sewer districts that interconnect to the Village’s sanitary sewer system. The Village is receiving the sewage from those districts and the Town or its sewer districts has been collecting sewer charges from benefited property owners to pay for these services. Pursuant to this agreement, the Town agrees to make additional annual payments to the Village for the future disposition of sewage originating in the unincorporated area of the Town, currently served or otherwise. The parties agreed that, as of the date of the agreement, the unincorporated area of the Town consumed 10% of all metered water consumed in the Village system and that the use of this percentage to determine the payment by the Town for the use of Village sewers for the initial years of this agreement (1983-1985), would be “fair and equitable”. In 1985 the

parties agreed to review water consumption in their respective areas to determine whether to adjust the compensation under the agreement.

This agreement provides for the Village to continue to accept sanitary sewage at the interconnection of Town and Village sewers and to convey such sewage to the Westchester County Sewage Treatment Plant. The agreement authorizes the Village to permit the connection of future sewage lines serving the unincorporated area of the Town provided such new connections do not interfere with sewage disposal services required by Village residents. Construction of sewers in unincorporated areas of the Town shall be at the expense of the Town, a Town sewer district or a private developer and the connections to the Village sewers shall be in accordance with designs and specifications approved by the Village. The Town remains solely responsible for maintenance of all public sanitary sewers in the unincorporated area of the Town. Where the Village determines that increases in sewage flow from the unincorporated area of the Town require improvements of existing sanitary sewer lines, the cost of such construction shall be apportioned as the parties may agree. In the event of a dispute as to the need for the remedial work or the apportionment of the cost of such work the dispute may be submitted for resolution to a mutually acceptable consulting engineer whose determination the parties may agree is binding.

This agreement entered into in 1983 for a period of ten years expired by its terms in May of 1993. No written evidence of any properly executed renewal or extension of that agreement with the requisite legal formalities has been provided by the Town or the Village. No mention is made of the applicability of Town and/or Village Code provisions relating to sewers. Village Code Chapter 212, Town Code Chapter 160.

## **Financial**

In this agreement, the Village allows the Town to convey wastewater from Town properties, and bills the Town based on metered water sales from those same properties.

Metered water consumption is an acceptable measure to use in calculating a charge or fee for wastewater usage. However, consideration should be given to amending the agreement so that the monthly fee for warm weather usage (April, May, June, July, August, September, and October) is based on average water usage during the winter months (November, December, January, February and March). Doing so would minimize or eliminate possible overcharges for water used that does not enter the sewer system (watering lawns, washing cars, power washing siding and decks, etc.). A review of the sewer rate structure is recommended to ensure that sewer fees are developed using an appropriate fee-setting process<sup>17</sup> that includes, among other things,

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<sup>17</sup> Michel, R. Gregory. *Cost Analysis and Activity-Based Costing for Government*. (Chicago, Illinois: Government Finance Officers Association of the United States and Canada, 2004), 104.

consideration of Village Board policies, recovery of full cost, and equity in the rates as to type of user (residential, commercial, industrial, etc.).

Consideration should also be given to incorporating the Parker Bale Lift Station Agreement into this agreement.

A study of the sewer rate structure is beyond the scope of this study, but it should be noted that rates should be structured to include the full recovery of costs, including capital costs. In fiscal 2006 the Village of Ossining Sewer Fund generated revenues of \$697,140 (\$844,041 budgeted) to cover \$660,718 of expenditures and transfer out to other funds (\$850,093 budgeted), resulting in a positive net change in fund balance of \$36,422<sup>18</sup>. The unreserved and undesignated fund balance at December 31, 2006 was \$1,434,287.<sup>19</sup> While at face value this might indicate that sewer rates meet or exceed the amounts required for full cost recovery, the absence of more complete information on the current and future capital and operating needs does not allow for such conclusion.

The Sewer Fund is currently a “special revenue fund”. Special revenue funds are established to account for the proceeds of specific revenue sources that are legally restricted to expenditures for certain defined purposes. Other than the principal portion of debt, special revenue funds do not provide for the recovery of capital costs, the assets presented in the financial statements do not include capital assets (land, buildings, equipment, etc.) and the liabilities presented in the financial statements of such funds do not include outstanding debt and certain accrued liabilities (such as compensated absences). Consideration should be given to accounting for the activity of the sewer fund as an “enterprise fund”, which by definition is designed to act much like a private business enterprise. Enterprise funds are designed to recover the full cost of providing services (including capital costs) and their financial statements present a more complete picture of their financial position (assets including capital assets and liabilities including outstanding debt). Accounting for sewer activities in an enterprise fund will have the added benefit of eliminating many of the year-end entries that the Village finance office must make to comply with Government Accounting Standards Board Statement No. 34 *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments* (“GASB 34”).

### **Operational**

This is a simple fee based agreement. The Town is agreeing to pay a fee for the conveyance of sewage through the Village’s sanitary sewer infrastructure. It is not a cost-sharing IMA and consequently the agreement should reflect the proportionate costs that the conveyance of the Town’s sewage adds to the Village’s operating budget.

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<sup>18</sup> Village of Ossining *Financial Statements and Supplementary Information, Year Ended December 31, 2006, with Independent Auditors’ Report*, 66.

<sup>19</sup> Village of Ossining *Financial Statements and Supplementary Information, Year Ended December 31, 2006, with Independent Auditors’ Report*, 65.

The parties agreed that as of the date of the IMA, the Town consumed 10% of all metered water consumed in the Village system. If the intent of the Sewer IMA was to have the Town pay a percentage of the costs attributed to the Village's O and M for its sewer collection system, there should be agreement on what the cost drivers are. The original IMA determined the Town's fee to be net of data processing, computer costs, debt service, and a portion of administrative salaries (not to exceed 4.5% of the total sewer fund budget). The Village's current sewer fund budget contains the following *additional* cost drivers:

- Parker Bale payments due to the Town
- Auditor costs
- Unallocated Insurance
- Engineering expenses
- Communication system
- Electronic data processing
- Town taxes (county taxes)
- Contingency account
- Transfers to capital
- Interfund transfers
- Fund balance appropriations to other funds
- Administrative salaries in excess of 4.5% of total budget
- Fringe benefits to Village employees

Also, it should be confirmed that all sewer districts in the Town Outside flow sewage through Village sewer mains. Alternatively, a list of those districts served by the Village under this Agreement should be appended to the IMA. It is possible that some of the Town districts served accept sewage from properties outside the Town. If so, the Town should pursue reimbursements from benefited property owners.

There are no provisions in the IMA that address emergency notifications or service interruptions. An amended Agreement should identify the persons or party responsible for performance under the Agreement. There also needs to be a statement of responsibility for any system violations, overflows and/or illicit discharges.

Any renewal should re-examine the proportionate amount of water use (currently 10%) attributed to the Town to determine if that number is fair and equitable.

If in fact the same Town residents being charged a sewer use tax are billed directly by the Village for water use, the parties should explore the feasibility of accounting for the sewer use charge as a percentage of water consumed, and consequently the Village collecting this revenue on its water bills that are sent to the Town residents. The results may yield better cash flow for the Village, eliminate intricate accounting by both parties, and costs could be more equitably distributed.

#### **4. Parker Bale Lift Station**

##### **Legal**

This agreement provides for the Town to accept sanitary sewage generated by the Mystic Point Condominium Development which is situated partially within both the Town outside and the Village and from certain other Village properties formerly connected to the Piping Rock Lift Station at the Town's Parker Bale Lift Station. Under the agreement, the Village shall make annual payments to the Town for the use of the Town owned sewer facilities serving Village properties in an amount equal to 50% of the sewage flowing through the Parker Bale Lift Station, as per the formula set forth in the agreement.

This agreement was entered into in September 2000 for a five (5) year term expiring December 31, 2004, After the agreement expired by its terms, the Town adopted a Resolution in March 2006 purporting to extend the expired agreement for an additional period of five (5) years. Assuming a similar resolution was adopted by the Village Board and further assuming the necessary documents extending the 2000 agreement were properly executed, the provisions of the 2000 agreement may be deemed to have been readopted.

Under the agreement, the Town agreed to permit the construction of future sewer lines serving the properties in the Village provided such interconnections or extensions do not interfere with sewage disposal services required by Town residents. Such construction is to be in accordance with designs and specifications approved by the Town. All improvements made to the Town's Croton Sewer District shall be maintained by the Town or the District.

Our suggestions for revisions of the two Sewer Agreements are as follows:

- Identify locations of interconnections where one municipality receives the other's sewage flow.
- Consider whether metering of these interconnections is financially feasible to more accurately measure sewage flow.
- Each municipality should provide the other with a license over its streets or properties as are necessary for the construction of duly approved interconnections.
- Establish procedures for review and approval of additional interconnections and compliance with applicable provisions of the Town and/or Village codes.

- Designate the municipality that will monitor and inspect the construction of the additional interconnection and be responsible for acceptance of the work.
- Establish procedures for billing and payment of bills.
- Establish procedures for issuance of permits to connect into the sewer system.
- Require compliance by each community with all applicable rules and regulations of the other municipality and County, State and Federal regulatory agencies with respect to sewage, pipes and facilities within its municipal boundaries.

## **Financial**

In this agreement, the Village pays the Town annually for service provided by the lift station to Village properties. The costs and revenues associated with the Parker Bale Lift Station are included in the Town of Ossining Croton Sewer District.

There are a number of deficiencies found in the calculation currently used (see paragraph 5 of the agreement) to determine the annual amount to be charged to the Village:

- It is not clear as to whether or not the amount to be entered for “Croton Sewer District Budget” should be gross (total appropriations) or net (total appropriations less revenues other than Parker Bale IMA revenues and/or appropriated fund balance)<sup>20</sup>.
- It is not clear as to why the formula would exclude Croton Sewer District debt service other than debt service associated with the Parker Bale Lift Station.
- It is not clear as to why 75% of the Croton Sewer District (adjusted as noted above) is related to the Parker Bale Lift Station operations.
- It is not clear as to why 50% of the amount attributable to operating the Parker Bale Lift Station is attributable to the Village.

It appears that the Town and Village had agreed in principle that 1) 75% of the Croton Sewer District operations could be associated with the Parker Bale Lift Station,

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<sup>20</sup> The Town of Ossining 2008 Adopted Budget, page 113, indicates that the Croton Sewer District revenues include, among other items, real property taxes, sewer service charges, and interest earnings, and that the district also balanced its 2007 and 2008 budgets with an appropriation of fund balance.

and 2) that the cost of operating the Parker Bale Lift Station should be equally shared between the Town and the Village (50/50). If this is the case, the amount representing "Croton Sewer District Budget" should include all debt service costs other than that associated with the lift station (the opposite of what the current formula provides) and an offset for those revenues or financing sources that benefit the entire Croton Sewer District (interest earnings, appropriated fund balance, etc.). The amount and basis used to calculate the allocation of the Parker Bale Lift Station as a component of the Croton Sewer District (currently 75%) should be confirmed and documented as part of the agreement. Likewise, the amount and basis used to allocate the Village share of the Parker Bale Lift Station (currently 50%) should also be confirmed and documented.

Absent a more definitive method of measurement (such as a sewage flowmeter), such allocations can be reasonably estimated using metered water sales to the benefitted properties. As noted in the analysis of the Sanitary Sewer Agreement, average monthly winter use of water would be a more appropriate measurement for estimating sewer use than actual year-round water use.

The Town may wish to incorporate the Parker Bale Sewer Lift Station Agreement into the Sanitary Sewer Agreement. The Town should also consider the benefits of accounting for all of its sewer activities as enterprise funds.

### **Operational**

The Parker Bale Lift Station is owned and operated by the Town of Ossining. This IMA provides for the use of the Lift Station for the conveyance of sewage originating in the Village.

In 2007, the Village appropriated **\$0** in its Sewer Fund Budget line 8140.0506 (for Parker Bale) yet spent \$17,689 through October 2007. Similarly, in 2008 the Village appropriated **\$0** for Parker Bale pump station expenses.

The Village should use historical cost data to estimate the annual payments it is obligated to make to the Town under this IMA and should cause an appropriation to be made for the same. As evidenced in the Town of Ossining's 2008 budget, revenue from the Village's use of Parker Bale of \$17,000 has been anticipated within the 2008 Croton Sewer District Budget attributed to its use of Parker Bale Lift Station. The Village's appropriation should be derived from the Town's budget after consultation with the Town's Budget Officer.

Applying the IMA cost formula to the adopted Croton Sewer District budget, the Village's payment for 2008 would be \$27,675. The IMA refers to an attached Schedule A (not appended) that referenced agreed upon "credits" to the Town for the O/M of Parker Bale in years prior to the commencement of the IMA. It then states "Thereafter, such payment shall be adjusted annually during the term of this agreement based upon actual budgeted amounts." It is recommended that the Village pay its proportionate

share on actual vs. budgeted expenses. An agreed upon method of audit and reconciliation should be implemented.

It is also noteworthy that expenses attributed to the Sewer IMA are appropriated within the Croton Sewer fund budget. These expenses should be excluded from the calculation of Parker Bale charges incurred by the Village under this IMA.

Coincidentally, the Town Board recently authorized emergency repairs to Parker Bale in the amount of \$15,850 (see minutes of Town of Ossining dated April 8, 2008). The Town appropriated unreserved fund balance from the Croton Sewer District budget to a newly created capital account. Under the existing IMA formula, it appears that the use of fund balance and the subsequent transfer of fund balance to a capital account will preclude the Town from recovering the proportionate amount of repair costs from the Village. There should be an agreed upon method to recover such costs.

There is no prescribed method for handling disputes arising out of the administration or interpretation of this agreement. Also, the IMA contains no representations made by the Town, or expectations raised by the Village, relating to performance of the Lift Station or of the Town under this agreement should the station fail. The agreement is also silent with respect to emergency contacts and notice provisions. Absent are the reciprocal insurance provisions and hold harmless agreements that are incorporated in other IMAs between the Town and Village. Should the Town be issued violations for station overflows or backups at this Station, would the Village expect to pay a proportionate share of legal expenses and fines? Likewise, which party is responsible for ensuring the laterals from Mystic Pointe and the Piping Rock area are maintained properly and that there are no illicit discharges entering the station? It is recommended that this IMA be shared with the appropriate DPW officials of each municipality for review and comment prior to renewing the same.

## **5. Water**

### **Legal**

Under this agreement, entered into in January, 2002, the Village agrees to supply water to consumers in the Ossining Town-Wide Water District at a rate 50% greater than the Village resident rate. The Village will read the water meters and bill customers directly. The term of this agreement, consistent with the General Municipal Law §118-a, is fifteen years (15).

The Village's authority under this agreement is premised upon its possession of a water supply in excess of its needs. We recommend that this be stated in any future agreement and provisions should be made in the agreement for its discontinuance if the Village's water supply becomes necessary for its own needs.

The agreement is silent as to the obligation of the furnished water to be “potable,” of good quality and properly treated as required by the New York State Department of Health and any other governmental body having jurisdiction.

## **Financial**

In this agreement, the Village provides certain Town properties with water service, charged at a rate 50% greater than the rate charged by the Village to consumers within Village limits.

The Village can charge external customers any rate that is agreed upon, as is found in this agreement. The more important issue is whether or not the water rates themselves are set appropriately. Much like the Village of Ossining Sewer Fund, a water rate study is recommended, and the Village should consider accounting for water service activity in an enterprise fund rather than a special revenue fund. Absent the necessary current and future operating and capital needs to make an informed decision as to the viability of the current water rates, it is noted that Water Fund operations showed a negative net change in fund balance of \$224,909 and \$871,987 in fiscal years 2006 and 2005 respectively,<sup>21</sup> and unreserved and undesignated fund balance decreasing from \$1,903,575 in fiscal 2005 to \$1,553,105 in fiscal 2006.<sup>22</sup> This would appear to be an indication that the water rates are not properly calculated even without the inclusion of capital and full operating costs.

It is strongly recommended that a water rate study be performed to ensure that water rates properly reflect Village Board policy and provide for full cost recovery of water services.

A general note that applies to both the Water Fund and the Sewer Fund: the annual budget document summary page for each fund should include information as to the prior two years’ actual and current year estimated unreserved and undesignated fund balance, the rates to be charged in the forthcoming year, and the calculation used to arrive at such rates. Doing so will alert the Village Board to negative net revenue trends and the need to change the rates or rate formulae.

## **Operational**

The Village of Ossining supplies water to the unincorporated area of the Town of Ossining at a rate “50% greater” than the Village resident rate. The existing IMA is in effect through January 2017. Village employees read all water meters and the Village bills all customers directly.

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<sup>21</sup> Village of Ossining *Financial Statements and Supplementary Information, Year Ended December 31, 2006, with Independent Auditors’ Report*, 60-61.

<sup>22</sup> Village of Ossining *Financial Statements and Supplementary Information, Year Ended December 31, 2006, with Independent Auditors’ Report*, 59.

The Town owns its distribution system. However, all system maintenance is performed by the Village, and no extensions can be made without the Village's consent. The Town is only responsible for clearing hydrants during snowstorms. There are no charges for water supplied to hydrants in the Town outside.

Water quality standards are conspicuously absent. The Village does not represent that the water is potable or that it meets or exceeds federal drinking water standards. Although system-wide sampling would be required, there is no reference to any sampling being performed in the Town outside.

Maintenance standards are conspicuously absent. The American Waterworks Association recommends the adoption of Ten States Standards for the maintenance of all public water supply systems. The Village currently subscribes to these standards.

It is not clear whether the parties intended to rely on the amendment dated March 2000 wherein the Town agreed to be bound to an amortized payment to the Village for capital improvements undertaken in the Town if it ceased being a water customer of the Village through the year 2010. The current agreement extends through 2017 and is stated to "be binding upon and inure" to the benefit of the parties. There is no termination or cancellation provision.

There is an apparent legal "disconnect" in the method relied upon to collect delinquent water charges. The agreement states that any charge that is delinquent for three or more months will be "levied" against the delinquent property. The Town would then remit the amount collected to the Village. However, the debt is owed to the Village and consequently would have to be pursued by the Village in a legal action. The Town may be precluded from acting as a guarantor and bill collector for the Village.

If the Village is the only party responsible for treatment (disinfecting and filtering) of the water purveyed to Town residents, it should represent that its water quality meets or exceeds federal drinking water quality standards.

The Town should require that all system improvements and maintenance performed on the same be in accordance with the best practices cited within Ten States Standards.

While there is ample justification for charging higher rates to individual customers in the Town outside, The Town *itself* is charged premium rates (1.5 times the Village resident rate) for water used for municipal purposes such as at Town parks. A recent water bill at Engle Park was excessive due to the installation of a spray park. The IMA should establish a separate rate for municipal water use because all Town residents enjoy public parks. Related to this, tap fees, meter fees, and other charges should not apply to Town park infrastructure improvements.

Under the IMA, the Village is required to "temporarily patch" any pavement that it disturbs when repairing or performing work on "any part" of a road in the unincorporated

area of the Town. An exception should be noted for any roadway disturbed as a consequence of repair or work on the Village's transmission mains in the Town outside. The Village should be responsible for the repair of the same to the satisfaction of the Town Superintendent of Highways.

Unspecified rules and regulations (see par. 6) of the Village of Ossining are applied to all water consumers. The Village's rules and regulations should be appended to the agreement, or alternatively the agreement should note where these could be found.

The agreement should address how notifications will be made to all water customers for events such as hydrant flushing, service interruptions, boil water alerts or activation of drought emergency rules and regulations.

The Village, as a public water supplier, is required to distribute annual water quality reports to all consumers. As a matter of practice, the Village should present this report to the Town Board in advance of public distribution.

The IMA should provide for mutual and timely notification to both Village and Town officials of any reportable operational or water quality violations.

The Village can freely enter into an agreement with the Town outside to sell water from its own water source, Indian Brook reservoir. However, it also represents that it has obtained a "takings permit" from the New York City Department of Water Supply, Gas and Electricity (now defunct and known as the New York City Department of Environmental Protection or NYCDEP) that permits the *Village's taking and use* of water from Shaft #4 at the New Croton Aqueduct. The Village asserts in the IMA that this additional source of supply guarantees that water is available for both the Village and Town outside. According to its annual water supply report, 63% of water consumed is from the Croton reservoir. While beyond the scope of this study, the Village of Ossining should confirm with DEP officials that it has the right to take water from Shaft #4 for distribution to consumers in the Town outside. At issue here are the rates New York City charges for "per capita" charges, and the City's requirement that all customers be incorporated into a water district authorized by the DEP. In the absence of such authorization, the Village can only represent that it can provide water from its own source (Indian Brook reservoir) provided it has to capacity to do so independent of another source of supply.

### **Areas for Future Cooperation**

The Town collects real property tax payments in excess of \$180,000 per year for the Village's water infrastructure and property that lies within the unincorporated Town. The Town should consider abating or offsetting its portion of this tax revenue for consideration of reduced water rates to for its residents.

The Town and Village may wish to jointly cooperate and participate in a system-wide vulnerability assessment.

## **6. Comptroller and Treasurer Functions**

### **Legal**

By Local Law 1 of 1993, the Town abolished the office of Town Comptroller upon the expiration of the term of office of the then incumbent or upon the incumbent's resignation whichever occurred sooner. Pursuant to that local law, the powers and duties of the Comptroller were to be assumed by the Town Board and/or Town Supervisor as provided in Town Law §29.

Thereafter, on or about March 1994, the Town and Village agreed to designate the Village Treasurer to administer the Town's financial, accounting, data processing and purchasing functions.

Under the unsigned version of the agreement that we have been provided, the term of the initial agreement was approximately thirty-three (33) months, terminating on December 31, 1996. However, the agreement contains a default renewal clause providing that absent a notice to terminate prior to July 1 of any year, the agreement continues on an annual basis under the same terms and conditions as prior year, "subject only to a revision of financial figures." Presumably, this agreement remains in effect today. Given that the Treasurer is a Village employee, we note that the Town Code of Ethics would not apply to prevent conflicts of interest or unauthorized use of confidential information arising out of the Treasurer's performance of services for the Town as delegated to the Treasurer by the agreement.

The Treasurer and all employees rendering such services shall remain Village employees. Town functions to be performed by the Treasurer are detailed in Appendix A of the agreement. The Town shall pay for the Treasurer's services in accordance with the provisions of Appendix B of the agreement. Compensation to the Village for Town services provided by the Treasurer is to be calculated based upon an agreed upon proportion of the projected costs of the combined Comptroller and Treasurer's office, the salaries of the persons working in that office and the administrative expenses of that office as set forth in Appendix B of the agreement.

The Village shall obtain a fidelity bond and errors and omissions insurance on the Treasurer in amounts to be agreed upon by the parties. Any additional premium paid for the cost of the bond and insurance shall be an additional expense to the Town.

All money dispersed and collected on behalf of the Town will be maintained in separate bank accounts. All automated accounting shall be maintained separately to prevent comingling of funds and posting errors. Funds of the Village and Town are to be invested separately in accordance with each municipality's investment policy. Joint investments are subject to the approval of both boards.

In the event of a vacancy in the position of Village Treasurer, the Village Manager and Town Supervisor shall interview candidates. At a joint meeting of the Boards, the Village Manager shall present at least two (2) candidates for consideration. Thereafter, the Village Board shall recommend to the Manager those candidates it would be willing to ratify.

The Attorney General has opined that the positions of Town Comptroller and Village Treasurer are compatible and may be held by the same individual. In that opinion, however, the Attorney General noted that, in certain circumstances, such as “a contract or other relationship between the Town and Village, creating a conflict between the duties of the two positions,” recusal from participating in such a matter may be required. 1997 Op. At Gen. 53. Another concern from this dual office holding would be access to confidential information of one municipality that may be relevant to the exercise of the responsibilities in the other municipality.

## **Financial**

In this agreement, the Village Treasurer performs certain functions that would normally be performed by the Town Comptroller.

There are some major issues that require correction in this agreement.

First, the appendices that enumerate the duties and functions to be performed are too detailed and specific. The appendices may also include references to items or processes that no longer exist. For the most part, the duties and functions found in these appendices can be found in Town Law for the positions of Town Comptroller, Director of Finance, and Budget Officer. We recommend that rather than a set of lengthy appendices, the agreement should simply reference the appropriate sections of Town Law, noting of course what duties and functions, if any, would be different from those stated in Town Law.

Second, the calculation of the costs associated with the operations of the Village Treasurer does not include some direct costs (such as benefits), nor do they include indirect costs (general and administrative overhead, building and facility costs, etc.). The amount charged to the Town should be designed to recover full cost, both direct and indirect.

Finally, the allocation of costs associated with the Treasurer’s office should be recalculated to ensure that it is both fair and appropriate. This calculation should be documented and include narrative and/or notations as to the basis for the inclusion, and if necessary for clarity, the exclusion, of factors, allocations, and formulae used in the calculation. The data used in the allocation formula should be easily found and verifiable. For instance, payroll costs can be allocated based on number of paychecks issued; accounts payable costs can be allocated based on number of claims or invoices processed; and cash receipts costs can be allocated based on number of receipts processed. The agreement should also provide that the allocation of costs would be

reviewed and adjusted periodically, but at least every three years and whenever there is a noted significant change in duties or functions.

An important distinction to note in reading the above is that while the *allocation of costs* should be reviewed and adjusted at least every three years, the *amount to be charged* should be recalculated annually. The annual amount to be charged should be concurrent with the development of the annual budget.

It should be noted that page 6 of the Town of Ossining 2008 Adopted Budget does not include any amount for the payment of Comptroller services as would normally be required under this intermunicipal agreement.

### **Operational**

On February 9, 1993 the Town Board enacted a local law that effectively abolished the position of Town Comptroller, requiring that the powers and duties of the Comptroller pursuant to Town Law (section 34) be transferred to the Town Board or Supervisor in accordance with Town Law (section 29). The IMA refers to the Supervisor as the Chief Financial Officer of the Town.

The Village Treasurer administers the unincorporated Town's financial, accounting and data processing functions in accordance with the Town's budget that may be amended from time to time.

All employees rendering such services have remained Village employees and perform all work under the direction of the Village Treasurer. Functions are detailed in Appendix A of the agreement.

Revenues of the Town are deposited in Town accounts.

All expenses and disbursements to be paid are submitted to the Treasurer by the Town supervisor or a designee on Town vouchers.

The Town pays a portion of the salaries paid to the Treasurer and other village employees assigned to assist the Treasurer perform the listed functions. The Town also pays its share of overhead expenses such as stationery, postage, and copy paper.

There was no evidence of compliance with the requirement that the Village obtain a fidelity bond on the Treasurer in an amount equivalent to the amount of money the Treasurer is responsible for on behalf of the Town. According to the IMA, any additional premium paid by the Village for the cost of the bond would be an additional expense to the Town.

Money dispersed and collected on behalf of the Town is maintained in separate bank accounts. All automated accounting is maintained separately to prevent commingling of funds and posting errors. Funds of the Village and Town are invested

separately in accordance with each municipality's investment policy. Joint investments are subject to the approval of both boards.

Neither the IMA nor the Town Code relieved the Town Supervisor of obligations as Chief Financial Officer (CFO) for the Town. Duties of the CFO are defined throughout Town Law. The Town should review these obligations in the context of its expectations under the IMA to ensure that those duties statutorily assigned to the Supervisor are properly discharged by that office or assigned in accordance with the provisions of Town Law. The IMA does not assign the Village Treasurer the title of Town Comptroller. This fact underscores a source of confusion and frustration among the parties involved in interpreting and administering functions under this IMA.

In addition to stating that that the Village Treasurer will work in consultation with the Town Supervisor, the IMA should acknowledge the need to consult with designees such as the Town Budget Officer.

Appendix A of the agreement not only lists the functions the Village Treasurer is expected to perform under the agreement; it attempts to define the means by which such functions should be performed. Many of the listed tasks were required to be performed only once at the inception of the IMA and are now obsolete. In order to provide language that satisfies the intent of the agreement and to provide for administrative flexibility, the IMA should state that:

*Routine financial administration functions to be performed on behalf of the Town shall include, but not be limited to:*

*All tasks relating to a) account maintenance, budget and journal entries, b) accounts receivable and payable; c) payroll processing, d) debt issuance and administration, e) bank statement reconciliations, f) preparation of annual reports and audit assistance, g) cash management and investment.*

*In addition to the routine functions to be performed, the Village shall maintain and update the automated financial accounting system as may be required from time to time and provide support to all system users authorized to access the finance department's server(s).*

It should be noted that there has been considerable expansion of both the Town and Village's IT needs and consequently expanded expectations for IT services. This coincides with the widespread use of computers and networks since the inception of this agreement. The Town's expectations and needs for IT support go far beyond the IT services provided for under the IMA. Both the Town and Village should jointly participate in and develop an IT Master Plan that evaluates the adequacy of the human, technological, and financial resources currently available to them. It will be necessary to develop a plan for managing and storing data, updating hardware, software and peripherals in light of emerging technologies, and licensing software.

In the interim, the Village and Town need to agree on the intent of this IMA with respect to IT services provided, and determine an equitable way to share costs related to the same.

The agreement should oblige the Village Treasurer to perform tasks that are generally prescribed to a Town Comptroller. The Office of the Town Comptroller has the following general responsibilities described under Town Law 34:

- Keep separate appropriation accounts as described by Town Law and preventing the over expenditure of such accounts.
- Draw upon funds authorized by the Town Board.
- Assist the Supervisor in preparing the Town's annual Operating Budget.
- Furnish to the Supervisor information and data necessary to enable the exercise of powers, performance of duties and generation of reports required by law as the chief fiscal officer.
- Other responsibilities include all financial data collected and recorded properly as mandated by New York State Audit and Control and following all current accounting and auditing principles and standards.
- The responsibility of the Comptroller is to implement and administer the financial policies of the Town as set forth by the Town Board.
- The IMA could simply state that the Village Treasurer will perform all of the general responsibilities of a Town Comptroller as described under Town Law 34. (This should include fiscal analyses, fund balance and budget forecasting, and internal auditing if not prescribed to the Town Budget Officer).

There should be a provision for dispute resolution that does not involve convening both boards as an initial step.

The agreement should indicate who, on behalf of the Town, has signature authority for all disbursements. As a matter of policy, there should be two (2) signatures required on every check processed.

The method by which costs for services are apportioned under this IMA is illustrated in Appendix B of the agreement. Cost to the Town should be proportionate to work load and outputs that are measurable. Consideration should include but not be limited to the following functions:

- Number and amount of vouchers processed for each municipality

- Number of employees W2s prepared for each municipality
- Number of 1099's prepared for each municipality
- Population served in each municipality
- The municipal budgets of each municipality

If they prefer to continue to allocate the cost for these services on a percentage of the operating budget, the parties must acknowledge the cost of fringe benefits absorbed entirely by the Village, including retirement system contributions (if any). As written, the Village of Ossining will absorb the cost of post-employment benefits that inure to the employees of the Village finance department, and the Town will not be contributing toward such expenses. It is recommended that the parties recognize these costs as reciprocal obligations. Under such agreement, the fringe benefits carried by the Village under this IMA can be offset by the fringe benefits carried by the Town under the Clerk IMA.

Also, as with most of the IMAs examined, there was no evidence of compliance with insurance provisions and related representations. The Village should contact its insurance carrier, review the exposures created under this IMA, and obtain the requisite fidelity bonds and insurance.

### **Areas of Future Cooperation**

The Village and Town should consider expanding the IMA to include tax collection functions. The Town is best suited and staffed to perform these functions. There could be an offset in the cost to the Town under this IMA for performing tax collection on behalf of the Village.

To the extent practical, the Village and Town should adopt similar policies and procedures for purchasing, investing public funds, payment of audited claims, and payroll processing. This can reduce incidents of errors and/or omissions in practice.

The Village and Town should develop an IT Master Plan as discussed above.

## **7. Town and Village Clerk Functions**

### **Legal**

Under this agreement, the Town Clerk assumes the additional responsibilities of performing the duties of the Village Clerk under the direction of the Village Board and the Village Manager. Although not mentioned in the agreement, the Village Charter provides for the consent of the Town Clerk to such appointment. Charter § 2 -9.

This agreement dated April 14, 1993 was executed by the parties in August, 1996. Paragraph 1 of the agreement states that it shall be effective from the date of signing (August 5, 1996) to December 31, 1996. However, that provision further states that absent timely notice not to renew given on or before July 1 of that year (an

impossibility in the initial term), the agreement would be renewed on an annual basis on the same terms and conditions, subject only to a revision of financial figures. Presumably, this agreement remains in effect.

The Town Clerk and all employees of the Town performing services for the office of the Village Clerk will be responsible for the administration of thirty five (35) duties assigned the Village Clerk as set forth in Appendix A of the agreement. The Town Clerk will be appointed to the position of Village Clerk by the Village Board of Trustees and shall serve as the Village's Registrar and Records Management Officer.

The Town Clerk as Village Clerk administers and collects fees for ten (10) specific permits and licenses set forth in Appendix B of the agreement. All revenues are deposited to the Clerk's account as depository for the Town. Fees collected on behalf of the Village are to be detailed in monthly reports submitted to the Village Board and Village Manager. All fees due to the Village are to be paid over to the Village Manager when the monthly report is submitted. Registrar of Vital Statistics functions are to be consolidated and all vital records of the Village are to be turned over to the Town Clerk. The Village reserves the right to audit the records of the Town Clerk that pertain to the Town Clerk's discharge of Village Clerk duties and responsibilities.

For services performed under this agreement, the Village shall pay monthly an amount set forth in Appendix C to the agreement. The amount paid shall cover the Village's proportionate share of the cost of the combined Clerks' office and the salaries and benefits<sup>23</sup> paid or expended by the Town to or for the benefit of the Town Clerk and staff. Payments shall be made to the Town on a monthly basis based upon vouchers signed by the Village Manager.

Paragraph 3 of the agreement refers to the duties of the Village Clerk set forth in Appendix A. Reference should be made to C 3-9 of the Village Charter detailing the powers and duties of the Village Clerk.

Paragraph 5 of the agreement "Administrative Expenses" provides that the Village shall compensate the Town for the Town Clerk's services in an amount set forth in the Appendix "C". Appendix C contains a method of calculation for 1993, 1994 and 1995. Presumably, as provided for in paragraph 2 of the agreement, these financial figures have been annually revised. Since compensation is an integral element of the contract and the original agreement does not contain a specific formula from which the calculation of the annual change in compensation becomes a ministerial act, annual financial adjustments should be approved by both legislative bodies as an amendment to the contract.

The agreement provides for the Village Board's appointment of the Town Clerk as the Village Clerk. Conceivably, in the event of the resignation of the Town Clerk, such Town Clerk, as opposed to the then current Town Clerk, could continue to serve

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<sup>23</sup> Contrary to paragraph 5 of the agreement, Appendix C states that only actual salaries not including benefits will be included in the calculation of compensation under the agreement.

as Village Clerk for the remainder of the four (4) year term. We also note that the Village Clerk must be a resident of the Village, unless the Village Board provides by resolution that the Village Clerk may reside within the County of Westchester or any adjoining county. C 2-8.

When preparing future agreements, a provision addressing liability for the acts of the Town Clerk when serving as Village Clerk should be included. The concerns regarding conflict of interest and access to confidential information in the previous section relating to the Village Treasurer are equally applicable here.

## **Financial**

In this agreement, the Town Clerk performs certain functions that would normally be performed by the Village Clerk.

The deficiencies in this agreement are similar to those found in the Village Treasurer and Town Comptroller agreement. Appendix A of the agreement, which enumerates a number of duties and functions, could be replaced by a reference to the appropriate laws defining the duties and functions of a Village Clerk, noting any exceptions that would apply to this agreement. The calculation of the costs associated with the operations of the Town Clerk does not include the cost of benefits or the indirect costs that can be attributed to the Town Clerk's office. In fact, there is a conflict within the agreement as written, where page 3 of the agreement states that the cost charged to the Village "...shall cover the Town's portion of the cost of the salary **and benefits**..." [emphasis our own] while page 9 (Appendix C) indicates that the amount charged to the Village should include "...actual salaries (**not including benefits**)..." [emphasis our own]. Likewise, the allocation of costs should be reviewed and adjusted at least every three years (or whenever there is a significant change or shift in duties or functions), and the annual amount to be charged should be calculated annually with the development of the annual budget.

## **Operational**

The Town Clerk and her deputies have absorbed the functions of the Office of the Village Clerk and the stated duties of the Village Clerk. The Town Clerk serves as Registrar, as Village Clerk, and as the Records Management Officer for the Village. However, there are substantial deviations occurring in practice and interpretation in the application of all appendices under this agreement.

The thirty-five (35) municipal clerking functions assigned to the Office of the Village Clerk and set forth in Appendix A of the agreement are iterations and extensions of duties of the Village Clerk that can be found throughout the Ossining Village Code as well as those prescribed to this position in Village Law of the State of New York, Section 4-402.

The Village of Ossining's Charter states in part: Nothing herein to the contrary withstanding, the Board of Trustees, ***upon the consent of the Town Clerk*** and the Town Board, may appoint the Town Clerk the Village Clerk (**Charter C2-8**). There is no reference to the affirmative acceptance (consent) required by the Town Clerk in the IMA.

A review of the appended duties with Town Clerk Mary Ann Roberts revealed that the following functions (or portions thereof) are not currently responsibilities of, or duties performed by the Town/Village Clerk:

- Function #4. *Draft resolutions for Board of Trustees meetings for approval by Village Manager and/or corporation counsel.* In practice, the Village Manager submits resolutions to the Clerk for inclusion on the Board's agendas.
- Function #6. *Maintain official copies of the Code of Ordinances and Zoning Ordinances.* The zoning ordinances are not kept in the Clerk's office.
- Function #10. *Maintain a current list of all village vehicles and drivers licensed to operate these vehicles.* The Clerk maintains a list of all Town and Village vehicles (including titles for each). A list of drivers is maintained only for the fire department.
- Function #19. *Accept all applications for rezoning properties; refer to Village Board of Trustees for transmittal to Planning Board of review and recommendation. Accept required fee.* Rezoning applications are first received by the Building Department. Referrals come from the Building Department and that office collects fees.
- Function #20: *Zoning Appeals: notify all property owners in accordance with Village Zoning Ordinance, prepare legal notice, advertise and post notice for Public Hearing, notify Westchester County Department of Planning and other affected municipalities.* The Building Department administers all matters relating to zoning appeals.
- Function #21. *Maintain Zoning Map of the Village of Ossining. File minutes of the Planning Commission and Zoning Board meetings. Keep record of timing for filing appeals for suits against the Village. Sell Zoning Books.* The Building Department maintains the zoning map and sells zoning books. It is not known if any official keeps a record of timing for filing appeals for suits against the Village.
- Function #25. *Maintain a list of official Village Depositories for Village funds.* The Clerk does not maintain a list of official depositories.

- Function #31. *Prepare budget for the Village Clerk's Office, Animal Control Department, and Codification of Ordinances.* The Clerk does not prepare the budget for the Animal Control Department.
- Function #32. *Process all vouchers for the Village Clerk's Office and the Fire Department.* The Village Clerk does not process vouchers for the Fire Department.
- Function #33. *Be responsible for commercial parking for all municipal lots.* The Village Clerk's role is limited to the sale of parking tags. Inventory control, lot operations and maintenance are responsibilities of other departments. It is noted that commercial parking is currently prohibited in all municipal lots.
- Function #35. *Be responsible for payment of all insurance claims.* Claims may processed by a third party administrator as authorized by the Village Board. Others prepare payment vouchers.

There is no need to restate statutory duties of this office. The agreement could simply state: "The Town Clerk shall perform all Village Clerk duties as set forth within Village Law of the State of New York and as set forth within the Code of the Village of Ossining, and shall perform any and all functions consistent with the provisions of said applicable laws".

The Village should undertake a comprehensive review of those functions that are not being performed by the Village Clerk to determine if any are statutorily prescribed to the Village Clerk under the Code of the Village of Ossining. Likewise, the Code should be reviewed to determine if any Clerk functions are omitted entirely from Appendix A. If it is determined that some functions are prescribed and not performed, or conversely performed and not prescribed, the Village Board must either amend the Code, cause the Appendix to the IMA to be amended, or assign the tasks stated therein to the appropriate Village official(s). The Village Board should have greater flexibility in assigning tasks that it deems to be consistent with the functions of the Office of Village Clerk, and should state its reasonable performance objectives in the IMA.

Appendix B to the IMA lists ten (10) specific licensing and/or permitting functions. All are related to ordinances adopted by various Village Boards that have been duly codified in the Village Code.

There are several current administrative procedures that deviate from the IMA. Specifically, the IMA requires that fees collected on behalf of the Village pursuant to Appendix B be deposited in the Town Clerk's account and paid to the Village at the end of each month. In practice, all fees, except the fees collected for commuter parking, are

turned over monthly. Commuter Parking fees are turned over to the Village on a daily basis and not held in Town accounts. The monthly report to the Village Board and Village Manager (function #16) is actually certified by the Village Clerk to the Town Supervisor, not to the Village Board of Trustees. Also, there has been an amendment to this function that states in part "Revenues for all Village licensing ...should be credited to Village accounts". It is presumed that this was intended to override the IMA provision that all Village Clerk fees were to be deposited in the Town Clerk's account and transmitted at the end of each month to the Village. However, in current practice only commuter parking fees are transmitted daily to the Village for deposit.

Restating that the Town Clerk as Village Clerk will perform all licensing and permit functions as set forth in the Village Code should suffice here. This will avoid the need to amend the IMA whenever the code is amended and will ensure that the Village Board retains a degree of flexibility required to facilitate its stated goals under this Agreement. For example, it is noted that on the Village Clerk's webpage the Clerk issues a license or permit for "Going Out of Business". This is not listed as function of the consolidated Clerk's Office in Appendix B.

The Village should seek an opinion from its independent auditors concerning the timing of its clerical receipts and deposits and the Clerk should act in accordance with this advice.

Appendix C of the agreement sets forth the administrative expenses and charges for consolidation of Village Clerk with Town Clerk.

The formula used to allocate costs to the Village under the IMA graduated from "an agreed upon proportion" of the costs of the combined office and actual salaries of the persons assigned to the Clerk's office, to the allocation of cost based on budgeted salaries and budgeted contractual expenses. This contradicts certain language in the body of the IMA (see Paragraph 5 ADMINISTRATIVE EXPENSES) wherein it is stated that the amount paid by the Village "shall cover the Town's portion of the salary and benefits paid or expended by the Town to or for the benefit of the Town Clerk and the Clerk's staff and it shall also cover a 'reasonable' share of 'administrative' (office) expenses. As written, the Village is agreeing to pay the full freight of personnel expenses attributed to the Town Clerk's office (salaries and benefits) and a "reasonable" share of office expenses!

When this IMA was executed, the costs to the Village had been determined to be 21.75% of the total cost of the salaries (excluding benefits) and contractual costs of the office of the Town Clerk in 1993. Despite the asterisk associated with this percentage, there are no corresponding notes to indicate how the percentage was derived.

Currently, this ratio bears little resemblance to the ratio of work attributed to the functions of the office performed for the benefit of the Village. According to the Town/Village Clerk, work performed on behalf of the Village of Ossining is estimated to be 75% of the office's workload.

It is worth mentioning that, to the benefit of Village residents, the Town must account for the Village's IMA payment for Village Clerk services as General Fund Revenue.

Town Clerk fees for Town functions average a modest collection of \$7000 per year. Some of the revenues to be collected on behalf of the Village in 2008 include \$500 for Clerk Fees- Fire services; \$310,000 for parking revenues; and business license fees of \$21,000 for a total of \$331,500.

Proportionately, in 2007 the office of the Town Clerk administered 19 FOIL requests for the Town and 347 for the Village of Ossining.

To resolve the significant difference between the cost allocated to the Village (21.75%) and the work performed by the office staff on behalf of the Village, desk audits should be performed to determine the percentage of work each office employee attributes to the functions of the Town and the Village.

Costs to the Village should be proportionate to work load and outputs that are measurable instead of to the operating budget of the Town Clerk's office. Consideration should include but not be limited to the following functions:

- Number of licenses issued for each municipality
- Number of permits issued for each municipality
- Number of FOILS administered for each municipality
- Number and length of meetings attended for each municipality
- Amount of money the office generates for each municipality
- Population served in each municipality

If it is preferred to continue to cost this service on a percentage of the operating budget, the parties must acknowledge the cost of fringe benefits absorbed entirely by the Town, including retirement system contributions. As written, the Town of Ossining will absorb the cost of post-employment benefits that inure to the employees of the Town Clerk's Office, and the Village will not be contributing toward such expenses. The IMA should also acknowledge the rent expense incurred by the Town to the Village for use of shared space for Town/Village Clerk Office functions. It is recommended that, as a "quid pro quo", the Village consider not charging the Town rent for use of the first floor of the municipal building in consideration of the amount of services the Clerk's office performs for the Village when compared to the percentage of its budget paid by the Village.

It has also been mentioned that the Village residents are "paying twice" for Town Clerk services by virtue of their Town tax payment supporting the Office of the Town Clerk. However, by statutory obligation to support two forms of government, Village residents are obligated to support two separate and distinct Clerk functions. Just because the people in the positions are one and the same doesn't hold true to the

positions- they are required to be performed and filled under the laws of the state of New York that govern both Villages and Towns.

Although the Clerk is required to maintain a list of Village vehicles and drivers that operate Village vehicles, currently the Clerk maintains a list of drivers only for the Fire Department. Although there is no stated purpose for this function, more likely than not it was intended to be a means by which the Village could inform its underwriter for related coverage, and also by which it could verify that persons driving a village vehicle had a valid drivers' license to do so. Up until a few years ago, it was not possible for a municipality to obtain up to date verification or notifications regarding the status of an employee's drivers' license. An insurance underwriter *might* check the status of all drivers preceding an annual policy renewal period. More often than not, the employer had to rely on the employee advising it of such incidents. NYSDMV now offers a service to government agencies and volunteer fire departments known as the License Event Notification Service (LENS). LENS provides up-to-date information about the driver records of employees or volunteers. A designated official is automatically notified by e-mail of driver license events that occur. Commercial organizations and not-for-profit organizations must pay a fee to participate in LENS. This service is free to both *government agencies and volunteer fire companies*. By using LENS, both communities can quickly identify any problem drivers and manage such risks more effectively.

The Village and Town should consider the benefits of enrolling in the LENS program <http://www.nydmv.state.ny.us/LENS/default.html>.

Pursuant to Village Law Article 6-628 the Village Clerk is required to keep an indexed record of all written notices of defects.<sup>24</sup> If the Boards desire to keep an appendix of clerk functions, this important task must be included. Moreover, the Village Clerk should, as a matter of practice, immediately provide a copy of all notices of defect to the Village Manager.

The IMA should state where the Village Clerk's office will be located and what the office hours will be. It is noted that the Town and Village have different office hours.

FOIL procedures for the Town and Village should be uniform. The Town of Ossining Code does not require any "written application" from persons wanting to examine records in the office of the Town Clerk (Town Code, Section 45-3). The Town should discuss its FOIL procedures with its Clerk and its Town Attorney to determine if its code should be amended.

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<sup>24</sup> According to the Village/Town Clerk, Mary Ann Roberts, a "Defect Book" is maintained and notices of defect received are forwarded to the appropriate department and filed in that book.

## **8. Recreation Functions**

### **Legal**

This agreement provides for the Village Superintendent of Parks and Recreation to administer a combined recreation program for the Town and Village. This agreement, although dated December 31, 1992, was executed by the parties in August, 1996. This initial term of the agreement extended from August, 1996 to December 31, 1996. As in the case of several of the other agreements previously reviewed, there is a provision for default renewal absent timely notice to terminate. Presumably, this agreement has not been terminated and remains in effect.

The Village Superintendent will administer an Ossining Recreation Program based from the Ossining Community Center. All Town recreation department personnel became Village employees as of January 1, 1993. All program property (listed as inventory and annexed to the agreement) previously used by the Town to administer its recreation program is to remain property of the Town. Upon termination of the agreement, Town property is to be returned to the Town in "repaired or replaced" condition. The Town is to pay the Village for these services in accordance with a formula described in the agreement. The Town is not obligated to pay rent for the use of the Ossining Community Center or other space assigned by the Superintendent and used by the Town for office, storage or other purposes.

The Town is to maintain public liability insurance coverage for its operation and maintenance of all Town parks in an amount agreed upon by the Town and the Village. The Village is to be named as an additional insured. The Town also agreed to indemnify the Village for losses, damages etc. resulting from acts by the Town in connection with the Town's operation of its parks or any equipment or improvement in such parks.

During the term of the agreement the Village is to maintain a minimum \$10 million public liability policy covering all recreation programs, functions and activities operated or sponsored by the Village and administered on behalf of the Town. Also the Village agrees to indemnify the Town, to the extent of the insurance coverage provided, for damages, losses etc. arising out of the Village's operation of the Joint Recreation Program. Losses in excess of the amount of insurance coverage are to be apportioned by the Town and Village according to the ratio that their respective recreation budgets bear to the sum of the recreation budgets of both.

Paragraph 1 provides for the continuation of the agreement on an annual basis on the same terms and conditions as the preceding year, subject to a revision of financial figures. That paragraph states that the agreement cannot be "amended, modified, altered, renewed or otherwise changed without the approval of both the Board of Trustees and the Town Board." Changes to the financial formula would require joint legislative approval.

We also note that there are various appendices attached to the agreement but they are not referenced in the body of the agreement. Paragraph 5 contains cross indemnification clauses which may be inconsistent with a further provision in that paragraph requiring that any losses above the limits of the insurance be apportioned between the municipalities based upon the respective proportions of their recreation budget to their combined recreation budget of the two municipalities.

The legal status of the 1992 Memorandum of Understanding (“MOU”) between the former Park Maintenance Supervisor and Recreation Superintendent should be clarified. The signatories to that agreement would not appear to have authority to bind their respective municipalities. Presumably, this MOU, given that it is not referenced in the IMA, was superseded by the execution of the IMA in 1996.

Notably absent from the IMA are any performance criteria, standards or description of the components of the recreation program to be conducted or that such program will be adequately supervised and provide appropriate safety measures for program participants. No mention is made of any role for either a Town or Village or joint Town/Village Recreation Commission. Nor does the agreement mention the facilities of the Town and Village to be used for the recreation program and who will be responsible for maintaining and repairing those facilities and at whose cost.

## **Financial**

Prior to the Recreation Functions Agreement, the Town and Village each had their own respective recreation programs. The agreement consolidated both programs, including existing employees, into a single program operated by the Village and supervised by the Village Superintendent of Parks and Recreation. The Town pays the Village an amount annually that represents the Town’s share of net recreation program costs (program costs less program revenues), allocated using a formula based on what were the 1992 recreation budgets for both entities (Town and Village).

There are a number of issues that need correction in this agreement. The allocation of costs associated with 1992 activity might not represent current or future costs. The Town and Village should consider a more appropriate allocation formula, such as one using the number of attendees from each entity participating in a program. Program costs should be calculated using all direct and indirect costs, such as benefits, insurance, general/administrative overhead, debt service, etc. Paragraph 4 of the agreement provides that no rent shall be charged to the Town for use of the Ossining Community Center. This creates an opportunity cost that may or may not represent a loss to the Town and/or Village. Paragraph 5 provides that any losses above insurance coverage shall be apportioned to each entity by their respective share of the recreation program, which could create a conflict if the loss was the result of the action or inaction of only one of the parties to the agreement, and may or may not conflict with “hold harmless” clauses found elsewhere in the agreement.

The inventory attached to the agreement as an appendix is dated December 9, 1992 and paragraph 2 of the agreement indicates that upon termination of the agreement such inventory "...shall be returned to the Town in repaired or replaced condition...". The agreement should be updated to reflect whether or not the Village will be required to replace such items, and if so, an updated inventory should be provided to ensure that the items on the original inventory still exist or have been replaced. Many items on the 1992 inventory list are old and may be obsolete. For instance, the list includes a "Procomm Floppy Drive" with a cost value of \$266 and an "IBM Proprinter" with a cost value of \$661. "Floppy" refers to a form of computer recording media that was subsequently replaced by compact disc (CD) in the mid to late 1990's. The IBM Proprinter was a dot-matrix printer produced by IBM in the late 1980's.

The second paragraph of the Memorandum of Understanding ("MOU") dated December 9, 1992 and attached to the agreement references Veteran's Park, and may conflict with the 1998 Veterans Park intermunicipal agreement concerning the operations of Village programs. The same MOU references certain individuals who may or may no longer work for the Village or the Town.

### **Operational**

The Village's Superintendent of Recreation administers a multi-generational recreation program for all Ossining residents. All residents of the Village and Town of Ossining can participate in recreation programs at the same cost (excluding pool and swim programs) provided they obtain a recreation ID card. Recreation IDs cost \$2.00 for Village residents and \$4.00 for Town residents. According to Westchester County Department of Human Resources, the General Statement of Duties for Recreation Superintendent is summarized as follows: Administers, plans, organizes, promotes, develops and coordinates the programs, functions, facilities and parks of a public recreation agency. Does related work as required. Under the general direction of the local Recreation Commission or the local governing body or official, the incumbent in this position is responsible for performing important professional and administrative work in the field of recreation, as the administrative head of a recreation department. This position includes the responsibility for planning, organizing, promoting, implementing and directing recreation and/or park programs suitable to the needs and interests of the community and the planning for and utilization of desirable facilities. Administrative activity focuses on coordination of the work of professional and non-professional personnel and coordination of other community resources for the implementation of services. Where the program is limited, the Superintendent of Recreation may be expected to spend a large percentage of time directing particular programs and activities. This position involves the supervision of large numbers of professional, nonprofessional and seasonal staff.

It is readily apparent that the current Superintendent of Recreation performs all of the requisite duties and tasks in accordance with Civil Service and with the terms of the Recreation IMA.

Programs are listed in semi-annual brochures entitled "GREATER OSSINING RECREATION & PARKS ACTIVITIES". The brochure is mailed carrier pre-sort to "Residential Customer".

The Superintendent also supervises the Town parks maintenance division of the Town of Ossining and administers its budget. The agreement is silent with respect to these functions, and no costs attributed to the same are charged to the Town.

Sometime after the offices were integrated, the equipment on inventory that belonged to the Town became obsolete and unusable. There is no record of any salvage value obtained or of the actual disposition of this equipment.

The Town pays the Village in accordance with an outdated formula stated in the Agreement.

The agreement is silent as to when payment for services is due (monthly, annually, etc).

The original agreement did not provide for adjustments for annual costs or inflation.

The formula failed to account for the fact that in subsequent years there would not be a Town recreation budget plug into the formula. As written, the Town payment to the Village should have been the same for 1993, 1994, 1995 and 1996.

During the term of the agreement and beyond, no rent has been charged to the Town for use of the Ossining Community Center. A Town-wide Senior Nutrition Program is housed at the Ossining Community Center.

The Town appropriates its payments to the Village for these services in its Town General Fund (10-7310-475) resulting in Village residents subsidizing a portion of this payment.

The cost to the Town in subsequent contract years has been calculated using an agreed upon CPI index. The original formula gave the Town a proportionate credit for all program revenues received. Subsequent charges to the Town need to be examined to determine if revenues are still being apportioned and offsetting some of the costs shared by the Town.

Related to this comment, it is noteworthy that the agreement is silent with respect to each party's role in establishing program fees and charges.

The agreement is silent with respect to the role of the Village and Town's parks/recreation advisory board (PRAB). Both the Town and Village appoint members to this Board and both have a Board liaison that sits with PRAB.

The agreement also fails to recognize the authority of the Village Manager with respect to this position. The Superintendent is appointed by the Village Manager and therefore is accountable to the Village Manager. The agreement is also silent with respect to shared parks maintenance equipment. The Superintendent advised that equipment is routinely shared between parks maintenance crews.

As a service contract, this IMA does not involve a true merger of recreation services. There is no integrated approach by which the Town and Village perform strategic planning for the future of recreation.

Finally, the IMA is silent with respect to the retention of or contracting with third party recreation providers (such as the Ossining Sailing Club or Ossining Boat and Canoe Club).

If the parties agree that the Superintendent is best positioned to supervise the Town's park maintenance staff and administer the parks department budget, there should be formal acknowledgment of this in the IMA.

Future revisions should include a mechanism for dispute resolution.

The costs to the Town should be calculated using more relevant factors such as population served or program costs per capita.

Although beyond the scope of this IMA, it would be prudent to recommend that the Village and Town enter into an IMA for equipment sharing that adequately protects both parties on each end of these "handshake" agreements.

Since the Village at-large is subsidizing the Town's recreation payment, the Village may wish to impose a nominal surcharge on program registrants that live outside the Village, or raise the fee for ID cards for non-Village residents.

The Village and Town should approve all third party agreements and obtain the appropriate insurance coverage and certificates.

The IMA should mention and define the role of the Parks and Recreation advisory board, if in fact the Recreation Superintendent reports to and meets with this body in lieu of the Town Board and Village Board.

The tasks of evaluating the inventory of programs and related fees, reviewing staffing issues, evaluating parks, facilities and related infrastructure, garnering community feedback, and providing services to multi-generational users are typically assigned to parks and recreation advisory boards. The Ossinings should review the mission statement of the advisory board and determine if such tasks are appropriate to include.

## **Areas of Future Cooperation**

If the Village and Town Board desire a more direct role in the administration of recreation and parks, they should consider the creation of a joint recreation commission (refer to GML Art.13).

Partnering to develop and implement a Recreation and Parks Master Plan is another alternative available to the Town and Village.

The parties can also mutually benefit by collaborating on the use of fees obtained in lieu of parklands and on grant opportunities that arise to further the goals of both communities.

## **9. Veteran's Park**

### **Legal**

This agreement provides for the Town to conduct and operate the recreation facilities and provides recreation services to Town and Village residents at the Village owned "Veteran's Park". The Town, at its sole cost and expense shall maintain park grounds, structures and all equipment. The Village retains the exclusive use and remains responsible for the repair, operation (including electric bills) and maintenance of its park department garage and designated parking spaces.

Capital improvements must be approved by both parties and shall be shared as follows: 70% Village, 30% Town. The Town shall permit the Village to use the Park for Village programs or events provided such use does not conflict with any use previously schedule by the Town. The Town pays electric utility charges, except for those charges related to the Village's garage. The Village removes snow, ice and garbage. Village Police patrol the park and enforce park rules. The Villages closes and secures the park each night. The agreement contains reciprocal insurance and hold harmless provisions.

This agreement was entered into in May, 1998 for a term ending December 31, 1998. It is subject to annual renewals, unless notice not to renew is given by one of the parties, on the same terms and conditions as the preceding year, subject only to a revision of financial figures. The Village is given the unilateral option to terminate the agreement at any time by giving the Town reasonable notice (not otherwise defined). In the event of such a termination the Village shall assume and continue all current recreation programs being conducted by the Town until their completion and shall purchase from the Town, all equipment, structures and improvements by the Town purchased and installed by the Town at actual cost minus normal depreciation.

No compensation is provided in the Agreement for the services to be rendered by the Town. If the intent of the parties is that these services are to be provided at the cost

of the Town, the Agreement should so state.<sup>25</sup> Indeed, the only financial figures mentioned in the agreement are the seventy percent (70%) [Village] – thirty percent (30%) [Town] split in capital expenditures. Any change in such allocation formula, as any amendments to the agreement, would require approval by both legislative bodies.

A detailed analysis of this agreement is contained in the financial section of this report and will not be duplicated here. In addition to the concerns expressed in that section regarding paragraph 10, that paragraph could be construed as an impermissible attempt to bind future legislative bodies insofar as it appears to obligate the Village Board to adopt legislation relating to the use and enjoyment of Veteran's Park as may be recommended by the Town.

Except for the reference in Paragraph 7, one could not determine that the Village owns Veteran's Park. When this agreement is revised, the WHEREAS clauses should state, among other things, that the Village owns the Park, and should articulate the rationale for the Village's desire to contract out the operation of the Park to the Town. Given that the Recreation Functions Agreement provides for the Village to administer the Recreation Program for the Town and the Village, why doesn't that responsibility also extend to recreation services at Veteran's Park, a Village owned Park, rather than the Town assuming such responsibility.

While the agreement divides up financial responsibility for capital improvements, it is silent as to whether such improvements shall be financed by the issuance of indebtedness and, if so, who will issue such indebtedness. Nor is there a procedure where the parties can resolve a dispute over the necessity for capital improvements. Similarly, although the Town is responsible for repairs and maintenance, the agreement contains no obligation for the Town to prepare and submit to the Village for approval an annual budget for such purposes.

## **Financial**

This agreement provides that the cost of operating and maintaining Veteran's Park is shared by the Town and the Village.

More specifically:

- The Town controls and pays for the operations and maintenance of recreational facilities in the park, except that the Village pays for the operation and maintenance of a garage and six parking spaces adjacent to that garage.

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<sup>25</sup> Similarly, paragraphs 8 and 9 of the agreement, which address the Village's obligations for garbage removal and snow removal, should also include language that these responsibilities are to be undertaken at the sole cost and expense of the Village.

- The Village is responsible for the removal of snow and ice from roadways and parking.
- The Village is responsible for the removal of garbage and refuse.
- Capital expenditures are shared 70% Village/ 30% Town.

The agreement is silent as to why the operations and maintenance is shared as indicated. It is also silent as to the basis for the 70/30 split of Village/Town share for capital expenditures, and as to what action, if any, is to be taken should both parties not agree to a capital expenditure. While the agreement references operation and maintenance of park facilities, it should clarify whether or not that includes park grounds (lawns, trees, walkpaths, etc.). Paragraph 10 of the agreement indicates that the Village agrees to adopt amendments or rules promulgated by the Town, which may conflict with law or other sections of the agreement. Further, paragraph 10 is silent as to who is responsible for costs or lost revenues associated with implementing changes in rules or regulations promulgated by the Town, whether or not they are acceptable to the Village. Paragraph 12 is silent as to which entity is responsible for maintaining a list of equipment, structures, and improvements installed or purchased by the Town, and while it requires that on termination the Village should purchase from the Town such assets "...at a price equal to actual cost...less normal depreciation" it does not specify what method of depreciation (straight line, declining balance, etc.) is to be used, or if salvage value is to be considered in calculating depreciation. While not a financial issue, paragraph 13 appears to have a typographical error in stating that "The Village and Town agree to sue their best efforts..." rather than "...use their best efforts...".

The agreement should include the basis for the allocation of operating, maintenance, and capital costs associated with the park. While it is beyond the scope of this study, each entity should evaluate the full cost (direct and indirect) of its commitment to the operations and maintenance of Veteran's Park to ensure that the costs are being divided equitably. An inventory of all capital items should be maintained and updated annually, including depreciation, so as to facilitate transfer of property in the event that the agreement is terminated and not replaced with another sharing arrangement. Finally, consideration should be given to incorporating this agreement into the Recreation Functions Agreement to eliminate conflicts and ensure proper administrative oversight.

### **Operational**

The Town of Ossining does not conduct or operate recreational facilities at Veteran's Park. The Village of Ossining's recreation department, under the auspices of the Superintendent of Recreation, coordinates all programs, organized activities, terms and conditions of park use and its facilities.

The Town's current role is limited to parks maintenance (fields, furnishings, facilities). Therefore the conditions numbered two (2) "**Operation of the Park**" and five

(5) “**Village Use of Park**” and twelve (12) **Termination By Village** as written in the IMA are not operational or applicable.

Condition number seven (7) “**Designation as a Village/Town Park**” requiring an entrance sign stating the park is owned by the Village and operated by the Town, while never erected, would be a misrepresentation of current practice. Curiously, Veteran’s Park is listed as a Town Park on Town of Ossining’s website.

In accordance with the IMA, the Village keeps roadways clear of snow and ice, removes park trash, and closes the park at night. Village police patrol the park.

There is a method of cost sharing identified for capital improvements, but the term is not defined. There are no provisions for sharing or applying for any grant money obtained for the park that could be used to upgrade the facilities at Veteran’s Park.

The agreement is silent as to the Village’s expectations and does not hold the Town parks department to any measurable parks maintenance standards. The Town does not represent that it has the ability or the resources to properly maintain this park. The IMA also fails to hold or designate anyone officially responsible for the oversight of parks maintenance. Graffiti is prevalent throughout the park, and the basketball courts are in need of resurfacing.

Although the Village collects the trash receptacles, there was no evidence of recycling or containers to encourage recycling at the Park.

The Village has the authority to establish rules for the use of the park. However no park use rules were posted. There are advisory speed limit signs and an area where parking is regulated after 9PM.

Regarding utilities, the Agreement states that the Town will pay for park lights. There are no provisions for utilization of lights for field use at night or park fees related to use of the park or the lights. Nor is there any mention of which party can charge or collect user fees.

While condition number 6 “**Utilities**” is operable, costs attributed to use of the park are programmatic expenses attributed to the Greater Ossining Recreation Program and therefore should be distributed pursuant to the Recreation IMA.

If fees are collected for the use of field lights, the Agreement should acknowledge this. Similarly, if the park uses municipal water, charges for the cost of water should be addressed.

The IMA should contain a definition of a “capital improvement.” For example, language to the effect that states the refurbishment or replacement of any park facility, fixture or furnishing that costs in excess of \$100,000 would constitute a capital improvement. Also, there is no designation of a person responsible for preparing or

determining capital improvement needs at this park. The parties should agree on which party to the agreement is responsible to make such recommendations. The IMA should identify the person responsible for supervising the Town's parks department performance under the IMA.

The parties should agree on how grant funds, if obtained, would be used and credited toward capital contributions.

The IMA should contain a preamble that addresses the representations each party is making to, or expecting from, the other under the agreement.

The Village and Town should collaborate on the adoption of uniform park rules and regulations for all parks under their respective jurisdictions.

The Village and Town should once again explore the feasibility of combining or sharing parks department personnel under the direction and control of one or the other. A phased in process can overcome impediments such as union representation and seniority issues. Current practice suggests that, at a minimum, an agreement to share equipment can be accomplished more readily. These issues can be examined as part of a joint Parks and Recreation Master Plan undertaking previously recommended.

## **10. Municipal Dumpsters**

### **Legal**

We have been provided with an unsigned Renewal Notice and Agreement for 2006 pertaining to the Village of Ossining Municipal Dumpster Program. By its terms, the agreement covered the calendar year 2006. Reference is made to an "original agreement" a signed copy of which has not been provided. There are references in the renewal notice agreement for 2006 to the "duty of the party of the second part" but that party is not identified. The annual fee for 2006 Dumpster Services was set at a \$1080 per dumpster to be billed in quarterly installments of \$270.00. Paragraphs 2, 3 and 4 provide for the maintenance of dumpsters and dumpster areas but does not expressly state whose responsibility that is.

Other than a reference in paragraph 5 to compliance with source separation and storage of refuse and recycling materials, the agreement makes no mention of Village Code Chapter 225 regulating solid waste and the obligation to comply with the provisions of that chapter. The relationship between Chapter 225 and the agreement should be clarified.

A literal reading of the contract renewal and acceptance clause would have allowed a recipient of dumpster service to receive services in January but not pay for them if the Agreement was cancelled prior to February 1.

## Financial

In this agreement, the Town pays the Village annually for the provision of dumpsters, including the regular removal of refuse disposed in the dumpsters.

The Municipal Dumpster Agreement provides that the Town will pay the Village \$270 quarterly (a rate of \$1,080 annually) per dumpster. There is no indication in the agreement as to how the parties arrived at the agreed price per dumpster. The agreement does not state the size of the dumpsters (15 cubic yard, 30 cubic yard, etc.) to be provided, nor is there any provision to change pricing in the event of unanticipated and significant changes in volatile cost components such as employee benefits, fuel or dumping (“tipping”) fees.

A discussion with Village officials revealed that the Village operates 372 dumpsters having a capacity of 1.5 cubic yards each<sup>26</sup>. Seventeen (17) of these dumpsters are located at the Hudson View Condominiums, and in accordance with the Dumpster IMA, 44% of the cost of these dumpsters (7.48 dumpsters) is to be charged to the Town. The 44% allocation represents the approximate Town to Village taxable assessed valuation split of the Hudson View Condominiums property. Village officials advised that the 2008 charge to the Town is \$310 per dumpster per quarter (\$1,240 per year).

Page 58 of the Village of Ossining 2008 Adopted Budget (functional unit 8161 – Refuse Collection - Dumpsters) provides for most of the costs of the Village’s dumpster program. However, other costs, such as employee benefits, insurance, and debt service should be added to these costs to arrive at the estimated full cost of the program. The full cost of the program can then be divided by the total cubic yards of the Village’s dumpsters to arrive at the cost per cubic yard, and then multiply the cost per cubic yard by the total cubic yards of the dumpsters provided to the Town to arrive at an appropriate per dumpster charge. A rudimentary estimate of the 2008 cost per dumpster including the total amount budgeted on page 58 of the 2008 Adopted Budget, adding 56% of personal services found on that page for estimated employee benefits, and 2.29% of this total for unallocated insurance, divided by 372 dumpsters would bring us to an approximate per dumpster annual cost of \$1,266 per year in 2008, not too far different from the \$1,240 per year current charge. As noted, the \$1,266 per year is rudimentary at best and does not include general and administrative overhead. Also as noted before, some of the cost components can change abruptly and significantly in either direction (higher or lower), a factor that should be considered in structure of the IMA.

Some of the costs associated with refuse removal and disposal, such as fuel, insurance, and tipping fees, can be quite volatile. The agreement should contain an

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<sup>26</sup> Telephone interview on April 8, 2008 with David Stone, Director of DPW for the Village of Ossining.

escalation clause that would adjust pricing in the event of a significant increase in such costs.

### **Operational**

A formal IMA between the parties could not be located. According to David Stone, an unsigned document entitled *Village of Ossining Municipal Dumpster Agreement* sets forth the terms and conditions of service, identifying the Village of Ossining as the “PARTY OF THE FIRST PART” and the customer as “PARTY OF THE SECOND PART”.

A site visit confirmed that there are 17 dumpsters at the Hudson View Condominium complex. Of this number, nine (9) are exclusively for trash and eight (8) are exclusively for recyclables. The March 2008 quarterly invoices generated for services at Hudson View are based on a total of seventeen (17) dumpsters that serve the entire residential complex. The quarterly price per dumpster is \$310. The total quarterly billing was \$5,270 (17@ \$310). Of this amount, \$2,320 is prorated to the Town of Ossining, representing 44% of the balance due. This equates to 7.48 dumpster units charged to the Town of Ossining. Trash is picked up twice a week and recyclables once per week. A “dummy” invoice is created for the services rendered but that invoice is not sent to the HOA. The Town is then billed quarterly by the Village.

The amount the Town pays per dumpster is the same amount charged to Village property owners that contract for this service. There are no surcharges or premiums charged to the Town for this service.

A new IMA needs to be constructed that defines and sets forth in part:

- Terms and conditions of service
- The collection schedule
- Pricing and Payment terms
- Contact information
- Insurance Requirements
- Renewal and Cancellation Provisions

The Town should confirm that the number of units within Hudson View that are paying Town Outside property taxes (and are therefore subject to this Agreement) represents 44% of all units in the development.

The Village pays a tipping fee for trash (\$25.00 per ton) but does not pay a tipping fee for recyclables (it does however pay a monthly use fee of \$606.77 for tipping recyclables at the Roa Hook facility). There should be consideration for a differential (reduced) charge to the Town for tipping its recyclables.

The Town has a contract with a commercial carter (SANI-PRO) for residential collection services throughout the Town. The Town should request, as an “add

alternate” in its future bids, a quote to pick up the dumpsters at Hudson View Condominiums. The means and methods of collection, as well as the days and hours of pickup should be identical to those performed by the Village of Ossining for this complex. Renewal and Cancellation provisions in the IMA should be constructed in a manner that allows the Town to renew or opt out of its contract with the Village in a timely manner. This will ensure that the Village’s annual dumpster fee can be properly set.

The Village should be authorized to bill the HVC association directly for these services if there are no legal impediments to doing so. This would avoid some duplication of efforts and the advancement of public funds for the benefit of individuals.

## **11. GO-TV**

### **Legal**

This agreement between the Town and Village and the Greater Ossining Television Inc., (“GO-TV”) pertains to GO-TV’s establishment and operation of a cable television station for public, educational and governmental access. The undated agreement was for a term expiring on March 1, 1999. The agreement provides that it will “self renew for a period of two (2) years unless either party gives, at least ten (10) days before this agreement expires, written notice of its intent not to renew and desire to renegotiate this agreement.” It is unclear whether this language contemplated a single two year renewal option or successive two year renewal options. If the former, the written agreement has expired.

The quoted language from paragraph 1, to the extent it provides for termination for convenience, may be inconsistent with the language in paragraph 2 that provides for termination for cause limited specifically to six contingencies. It is also noted that this latter paragraph provides, to be operative, both the Town and Village must agree to terminate. We would not recommend that either municipality’s right to terminate the contract for cause be conditioned upon the acquiescence of the other municipality. No such linkage appears with respect to the decision not to renew as provided in paragraph 1. Nor, as discussed later, does any such linkage appear in the agreement between the Town, Village, GO-TV and the School District covering the same subject matter.

Paragraph 7 of the agreement obligates GO-TV to cablecast all meetings of the boards of the municipalities and the school district. However, no provision is made for live telecasting of those meetings. Also, the language of the agreement is ambiguous as to whether GO-TV is obligated to televise planning board and zoning board meetings, as well as Town and Village Board Meetings.

Noticeably absent from this agreement is any reference to any of the policies that will govern GO-TV’s operation including, but not limited to public access to facilities, equipment, training, channel space and program content and scheduling. Nor is there any reference to the role to be played by the Town’s Cable TV Advisory Committee

which was established inter alia, to serve as an advisory body for the public, educational and municipal access channels of cable television. Town Code § 70-25.

This agreement refers to another intermunicipal between the Town, Village, GO-TV and the Ossining Free School District. That agreement dated 1998 was for a ten (10) year term and expired on June 30, 2007. No provision for renewal is contained in that Agreement. However, appended to that agreement is a one page Extension Agreement extending the term from January 1, 2008 to March 31, 2008. It is unclear what happened to the term July 1, 2007 to December 31, 2007. In any event, this latest extension has also expired.

We recommend that the two expired agreements be merged into a single multi-party agreement setting forth the duties and obligations of the parties in a single instrument. Resolutions of the governmental entities authorizing the execution of such an agreement should be appended together with a corporate acknowledgment on behalf of GO-TV.

## **Financial**

In this agreement, the Town and Village agree to remit to Greater Ossining Television, Inc. ("GO-TV") some or all of the cable television franchise proceeds received by the municipalities. In return, GO-TV would "...establish, operate, and maintain" a cable television production facility for municipal channel cable television. There is a separate but related intermunicipal agreement among the Town, Village, and Ossining Union Free School District ("School") wherein the School provides for studio space.

In essence this agreement sets forth a financial contract between two parties: the municipalities (Town and Village), and GO-TV. The main financial issues concerning this agreement involve 1) whether or not the amounts remitted to GO-TV reflect an appropriate price for value and 2) what impact the School's participation has, if any, on this agreement.

While it is beyond the scope of this study, the municipalities should perform a more complete analysis of the value of services rendered by GO-TV to ensure that the price for value of GO-TV's services is appropriate. An audit of services rendered to date should also be performed to ensure that past service from GO-TV has been in accordance with the agreement.

The inventory of equipment and other items acquired or purchased under this agreement should be obtained, and the agreement should be amended to indicate what, if any, obligation exists on the part of GO-TV to return or replace inventoried items upon termination of the contract. Further, the agreement should specify the ownership, or part thereof, of any equipment or item acquired or purchased under the agreement if such equipment or item was not provided from one of the three municipal entities (Town, Village, or School).

Consideration should be given to incorporating this agreement with the “Cable TV IMA” among the Town, Village and School.

### **Operational**

There is another agreement between the Town, Village, GO-TV and the Ossining Union Free School District that is controlling should a dispute arise under this agreement. It is “deemed part of this agreement” but not appended.

There is no evidence of recent compliance with several provisions of the agreement, specifically:

- Submission of financial reports
- Provision of current insurance certificates
- Maintenance of an inventory list
- Annual operations reports
- Segregated programming (public access programming has been aired on the government channel)

GO-TV has been required to air meetings of the municipalities and the school district upon request, but was “not required to produce such programming”.

The agreement does not provide the municipalities or school district any priority when scheduling studio use.

Shows were to be aired at least two times in a thirty-day cycle.

As required by the agreement, both the Village and Town submit the PEG fees received by Cablevision to GO-TV.

The referenced “Cable IMA” should be attached to the IMA, since it pertains to terms and conditions for development and use of the studio, operating hours, and insurance provisions.

For the consideration given by the municipalities and district to GO-TV (financial support, equipment, and studio space), the municipalities should require that GO-TV air and produce programming for the municipalities and the district.

At a minimum, the Town, Village and School District should have priority over any commercial or fee based programming activities undertaken by GO-TV.”

The Town and Village may wish to elaborate on the definition of “meetings” to include the meetings of other municipal boards and commissions. An agreed upon fee or quid pro quo to produce the municipalities’ programming should be included in this agreement.

The thirty day window in which at least two (2) airings of a municipal meeting will occur can cause airings to be more than three and half weeks old. The municipalities should require airings within a reasonable timeframe (say within 48 hours after taping) that run at fixed times on fixed days. For example, the Village holds Board meetings on Tuesday evenings. These meetings may be aired on Thursdays at 10AM, 3PM and 7PM and again on Sundays at the same time.

### **Outline For Future Intermunicipal Agreements**

In addition to the specific comments on the eleven (11) IMA's reviewed in this study, we recommend that future IMA's entered into by the Town and the Village contain the following provisions:

- WHEREAS clauses describing the type of service to be performed, detailing the rationale for entering into the agreement and citing the statutory authority for the agreement and the independent authority of each participant to do the action or perform the service which is the subject of the agreement
- Definition section for key terms
- Description of the scope of services and establishment of performance standards
- Contract term, amendments, termination and provisions for automatic renewal
- Liability of the parties
- Allocation of personnel
- Compensation and/or allocation of revenues and expenses (operational and capital) and a formula for the adjustment of same during the life of the agreement
- Care, custody and control of the property
- Insurance and indemnification
- Record keeping and reporting
- Entire agreement – document contains the entire agreement and may not be changed, modified or altered in any way absent a written agreement of the parties

- Assignment, transfer or subletting of the agreement without prior written consent is prohibited
- Dispute resolution
- Agreement governed by New York law
- Waiver – waiver by either party by a breach of any provision of the agreement by the other party will not operate or be construed as a subsequent breach by either party
- Non Discrimination Provisions
- Certificates of Authority or Municipal Acknowledgements where appropriate executed by all signatories of the agreement
- Provision for notices under the agreement identifying to whom notice shall be given and the address to which the notice shall be sent
- Severability Clause
- Attachment of Resolutions authorizing the execution of the contract by each participant

### **Additional Areas of Future Cooperation**

Both elected and appointed officials of the Town and Village of Ossining have expressed an interest in expanding on existing IMAs and in identifying new areas for cooperation. The preceding operational analysis offers suggestions to expand the scope of various agreements or simply “clean up” ambiguous language and modernize them.

Insofar as the Town and Village desire to explore new areas for cooperation, the “unanimity of purpose” for such undertakings must be embraced by both elected boards and clearly communicated to their respective constituents and employees. All IMAs must pass scrutiny in four areas: (1) mutual benefits and costs, (2) local government capacity needs and resources, (3) leadership, teamwork and cooperation, and (4) legal and institutional barriers ([nyslocalgov.org](http://nyslocalgov.org)).

There are numerous examples throughout the State of New York of successful cooperation agreements. A clearinghouse for this information can be found at [www.nyslocalgov.org](http://www.nyslocalgov.org).

More readily supported and easily achievable IMAs have involved the following:

- Purchasing agreements for vehicles, fuels and supplies
- Sharing equipment
- Investment pools and banking services
- Comprehensive plan initiatives
- Building and Code enforcement activities
- Retained consulting services (auditing, planning, engineering)
- Employee training (PESH and related workplace requirements)  
EPA, DOH and other mandates

IMAs that result in more permanent transfers or outsourcing of services are much more difficult to perfect in politicized and unionized environments. However, they often result in substantial and measurable cost savings. If efficiencies and quality of service are not compromised, they are worth exploring. Some of the more popular consolidation agreements involved the following:

- Justice Courts
- Police Services
- Public Works and Sanitation (Privatized or municipal)
- Annexation or Boundary Changes
- Formation of Special Districts (Fire, Ambulance)
- Formation of Joint Authorities or Commissions (Water, Recreation)

In summary, the elected officials of both communities should carefully consider the recommendations outlined in this report, discuss the merits of implementing them with key personnel, and decide on a direction to pursue for the future.



**APPENDIX A**

**STATUTES GOVERNING  
COOPERATION**

## Statutes Governing Cooperation

The following is a listing of many of the statutes that, in addition to General Municipal Law Article 5-G, authorize intermunicipal cooperation for particular functions or activities:

### Commemoratives/Memorials

- GML §§72-b and 72-i: Acquisition of lands and erection of memorial buildings by towns and villages.
- GML §77-a: Construction and maintenance of memorial building or monument by county or city.

### Education

- GML §99-l: Participation in certain programs to promote progress and scholarship in the humanities and the arts.
- Education Law Article 126: Community colleges and State-aided four-year colleges.
- Education Law §255: Establishment of a joint public library.
- Education Law §1950: Establishment and operation of boards of cooperative educational services.

### Environment

- GML §99-j: Control of aquatic plant growth.
- GML §119-p: Projects relating to the use of atmospheric water sources.
- GML §120-x: Agreements for joint acquisition, construction and operation of public docks.

### Health

- GML §126-a: Joint hospitals for cities, towns or villages.
- Public Health Law §320: Joint appointment of local health officer.
- Public Health Law §341: Abolishment of city, town, village or consolidated health districts and assumption of powers and duties by county health district.

(continued)

**Statutes Governing Cooperation**

**Police/Fire/Emergency**

- Executive Law §226: Town/Village contract with State Police.
- GML §91-a: Arson investigation.
- GML §97: Power of municipalities in certain counties to furnish and contract for fire and police communication system.
- GML §121-a: Creation of joint village and town police department in certain towns and villages.
- GML §122-b: General ambulance services and emergency medical service.
- GML §§209 and 209-a: Calls for assistance by local fire departments, companies and airport crash-fire-rescue units.
- GML §§209-b and 209-d; Town Law §§176(22), 184; Village Law §4-412(3)(9); and County Law §225-a: Contracts for outside service by volunteer fire departments and companies and emergency rescue and first aid squads.
- GML §209-j: Mutual aid programs in counties.
- GML §209-m: Outside service by local police; civil disturbance control.
- GML §209-p: Relay of fire and emergency calls.
- GML §209-s: Contracts between municipalities and fire districts for joint fire training centers.
- GML §209-t: Contracts for joint fire alarm systems.
- GML §209-y: Establishment of county hazardous materials emergency response teams.
- GML §431: Establishment, operation and maintenance of jails.
- Town Law Article 11-A; and Village Law §22-2210: Joint fire districts.

(continued)

**Statutes Governing Cooperation****Procurement and Competitive Bidding**

- GML §103(3) and County Law §408-a: Extension of county contracts to political subdivisions.
- GML §104: Extension of state contracts to political subdivisions.
- Executive Law §837(8-c): Extension of NYS DCJS contract relating to fingerprint identification system-related materials, equipment and supplies, and authority for cost-sharing arrangements relating to criminal justice data communications.
- VTL §1680(e): Purchase from NYS DOT of traffic control devices.

**Public Improvements**

- Highway Law §133-a: Rental or hiring of county highway machinery, tools or equipment.
- Highway Law §135-a: Control of snow and ice conditions on county roads.
- Highway Law §142-b: Removal of snow and ice, making of repairs, and rental of town highway machinery - school and other districts; emergency use of town highway machinery by other municipalities.
- Highway Law §142-c: Removal of snow and ice from streets and repair of sidewalks in villages.
- Highway Law §142-d: Rental or hiring of town highway machinery, tools or equipment to other municipalities within the county.
- GML §72-j: Parking garages and parking spaces, public off-street loading facilities.

**Recreation/Youth Programs**

- GML §244-b: Joint playgrounds or neighborhood recreation centers.
- GML §244-d: Joint recreation commissions.
- Executive Law §422: Establishment, operation and maintenance of youth programs.

continued)

**Statutes Governing Cooperation**

**Solid Waste**

- GML §99-a: Use of municipally operated dumping ground by another municipality.
- GML §120-w;  
Town Law §221: Contracts and agreements for solid waste management, collection and disposal.

**Transportation**

- GML §98-a: Acquisition and lease of railroad facilities.
- GML §119-s: Participation in Federal and State assistance programs for mass transportation and airport and aviation projects.
- GML §353-a: Joint airports for counties, cities, towns or villages.

**Water/Sewer/Public Utilities**

- GML §99-f: Comprehensive sewer and water studies.
- GML Article 5-B: Provision of common water supplies.
- GML Article 5-C: Development of excess water supply for sale to public corporation or improvement district.
- GML Article 5-D: Development of excess sewage capacity.
- GML Article 5-E: Construction and development of excess drainage capacity.
- GML Article 5-F: Provision of common drainage facilities.
- GML §120: Contracts for purification of water and sewage.
- GML §§120-a - 120-s: Contracts for sewage disposal.
- GML §120-t: Town and village water service.
- GML §120-u: Mutual aid for water service.
- GML §120-v: Contracts for disposal of sewage outside the state.
- GML §361: Provision of surplus public utility service beyond territorial limits.

(continued)

**Statutes Governing Cooperation**

Water/Sewer/Public Utilities (Cont'd)

Town Law §198(1); (3);  
 Village Law Articles 11 and 14; and County Law Article 5-A: Contracts for outside water, sewer service.

Zoning/Planning

GML §99-c: Agreements for jointly engaging building inspectors.

GML Article 5-J: Intermunicipal cooperation in comprehensive planning and land use regulation.

GML Article 12-A: City and village planning commissions.

GML Article 12-B: Metropolitan, regional or county planning boards.

GML Article 12-C: Intergovernmental Relations Councils.

Village Law §7-741, Town Law §284, General City Law §20-g: Intermunicipal cooperation in comprehensive planning and land use regulations.

Miscellaneous

GML §99-h: Participation in Federal programs.

GML §99-r: Contracts for certain services with State agency, public benefit corporation, SUNY.

GML §251: Agreements between municipal corporations regarding lost and found property.

GML Article 3-A: Cooperative investments.

GML Article 14-G: Interlocal agreements with governmental units of other states.

GML Article 19-A: Cooperative operation of business improvement districts.

(continued)  
**Statutes Governing Cooperation**

Miscellaneous (Cont'd)

Real Property Tax  
Law §576:

Assessment under cooperative agreements.

Real Property Tax  
Law §972:

County collection of real property taxes in certain circumstances.

Insurance Law Article 47:

Municipal cooperative health benefit plans.

Public-Private Cooperation\*

GML §119-s-1:

Provision of mass transportation (Tompkins County).

GML §119-000:

Inclusion of Cornell University as a member of a municipal cooperation agreement for water system and distribution in Tompkins County.

Public Health Law §2803-a  
and GML §103(8):

Public and private hospitals and other health related facilities joint purchasing and joint services.

**APPENDIX B**

**INTERMUNICIPAL AGREEMENTS**

**STREET LIGHTING**

Street Lighting

AGREEMENT

THIS AGREEMENT, commencing this first (1st) day of January 1992, and expiring the 31st day of December 1992, between

THE VILLAGE OF OSSINING, a municipal corporation having its office at the Municipal Building, 16 Croton Avenue, Ossining, New York, hereinafter called "VILLAGE," and

THE TOWN OF OSSINING, a political subdivision of the State of New York, having its office at the Municipal Building, 16 Croton Avenue, Ossining, New York, hereinafter called "TOWN".

WITNESSETH

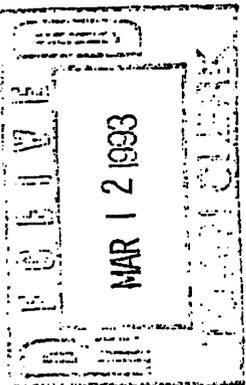
WHEREAS, the Village of Ossining has qualified personnel and specialized equipment for the maintenance and repairs of the street lights, and

WHEREAS, it would be impractical and uneconomical for the TOWN OF OSSINING to hire such personnel and acquire the equipment necessary for the maintenance of its street lights,

NOW, THEREFORE, It is understood and agreed by and between the parties hereto as follows:

1. The Village will provide the personnel, equipment and materials necessary for the maintenance of the Town Street lights on an as needed basis.
2. The Town will reimburse the Village for the actual costs incurred in providing such services.
3. The reimbursement, to be made quarterly, shall be based on the cost of the following:

a. Labor: Hourly rate, in effect during the



calendar year 1992.

- b. Fringe Benefits: 45% of the labor cost.
- c. Mileage: Thirty-five (35¢) cents per mile.
- d. Material: Actual Cost

- 4. It shall be the responsibility of the Town Police Department to notify the Village of the location of street lights in need of repair
- 5. The Town of Ossining hereby agrees to indemnify and hold the Village of Ossining, its agents and employees, harmless from and against any and all claims, losses, damages and expenses, including reasonable attorneys fees, and to defend any and all suits or actions brought against the said Village, its agents and employees, arising out of or in consequence of the performance of this contract, whether the same be due or claimed to be due to the negligence of the Village, its agents or employees, or otherwise, and to pay any and all judgements entered against the Village as a result thereof in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have duly executed this agreement.

VILLAGE OF OSSINING

TOWN OF OSSINING

BY: 

Village Manager

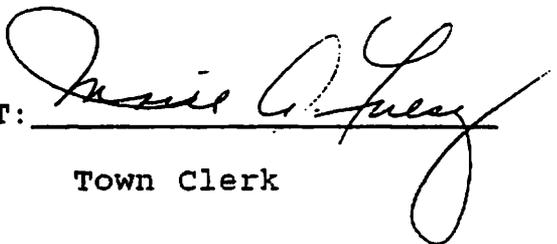
BY: 

Supervisor

DATE: 2-21-92

DATED: 2/26/92

ATTEST:   
Village Clerk

ATTEST:   
Town Clerk

ADDENDUM

The Municipality expressly agrees that in the hiring of employees for the performance of work under this agreement or any subcontract hereunder, neither the Municipality, subcontractor, nor any person acting on behalf of the Municipality or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

TOWN OF OSSINING

VILLAGE OF OSSINING

BY: William E. Burt

BY: [Signature]

DATED: 2/26/92

DATED: 2-21-92

**FIRE PROTECTION AGREEMENT**

AGREEMENT

THIS AGREEMENT, commencing the 1st day of January 1991 and expiring the 31st day of December 1991 between

THE TOWN BOARD OF THE TOWN OF OSSINING, Westchester County, New York, a municipal corporation of the State of New York, having its office in the Municipal Building, 16 Croton Avenue, Ossining, New York, hereinafter designated as the "Town Board," and

THE VILLAGE OF OSSINING, a municipal corporation of the State of New York, having its principal office in the Municipal Building, 16 Croton Avenue, Ossining, New York, hereinafter designated as the "VILLAGE".

WHEREAS, there has been duly established in the TOWN OF OSSINING, Westchester County, New York, a Fire Protection District known as the Town of Ossining Fire Protection District, embracing territory in said TOWN adjacent to the said VILLAGE OF OSSINING, as such territory is more fully described in the resolution establishing such district and duly adopted by the TOWN BOARD on the 25th day of October, 1960; and

WHEREAS, following a public hearing duly called, the TOWN BOARD duly authorized a contract with the VILLAGE for fire protection to said district, upon the terms and provisions herein set forth; and

WHEREAS, the contract has also been duly authorized by the

BOARD OF TRUSTEES of the VILLAGE OF OSSINING;

NOW, THEREFORE, the TOWN BOARD does engage the VILLAGE to furnish fire protection to said district, and the VILLAGE agrees to furnish such protection in manner following:

1. The Fire Department of the VILLAGE shall at all times during the period of this Agreement be subject to call, as herein set forth, for attendance upon any fire occurring in such district, and when notified by alarm or telephone call from any person within the district of a fire therein, such department shall respond and attend upon the fire without delay with one or more companies and with suitable apparatus and equipment. Upon arriving at the scene of the fire, the firemen of the VILLAGE attending shall proceed diligently and in every way reasonably suggested to the extinguishing of the fire and the saving of life and property in connection therewith.

2. The TOWN BOARD has or will have a similar contract agreement with the Village of Briarcliff Manor. Each of said Villages shall furnish fire protection, if called, through the entire Fire Protection District. For ease in furnishing such protection, and to prevent duplication of effort and delays in reaching the scene of a fire, it is understood that the "Primary Area of Fire Protection" to be furnished by the VILLAGE OF OSSINING shall be those dwellings and properties in the unincorporated are of the TOWN, excepting however, from the area of the TOWN that is accessible to or bounded by the following streets: Chappaqua Road, Leawood Drive, Tappan Terrace, Studio Hill, Haymont Terrace, Morningside Drive, Ryder Avenue, Grafton

Place, Sunset Drive, North State Road, Olive Street, ~~Pine Street~~,  
Hilcrest Drive, Part~~ridge~~ Lane, Gordon Avenue, Deer Trail,  
Cottonwood Lane, River Parkway, Ridgeview Drive, Nord Circle,  
Morningside Court and Blue Lantern Road, and also such new  
streets in the Unincorporated Area of the TOWN located in the  
general area east of the New Croton Aqueduct, or intersecting  
with any of the aforementioned streets which may come into  
existence during the terms of the Agreement. The area above  
described, as excepted from the area covered by this Agreement,  
shall constitute "Secondary Area of Fire Protection: in which  
area the primary duty of protection shall rest with the Village  
of Briarcliff Manor Fire Department. The VILLAGE OF OSSINING  
will furnish mutual aid to such secondary area and may answer  
calls therein when summoned by mistake, or when the public safety  
requires that such protection be furnished without delay.

3. In consideration of furnishing aid and use of its  
apparatus as aforesaid, the VILLAGE shall receive payment of ONE  
HUNDRED SIXTY ONE THOUSAND NINE HUNDRED SEVEN AND 00/100  
(\$161,907) during the year 1991, payable in equal monthly  
installments, commencing the first day of January 1991.

4. All moneys to be paid under this Agreement shall be a  
charge against the said fire protection district to be assessed  
and levied upon the taxable property in said district and  
collected with the Town taxes.

5. Pursuant to provisions of Section 209-D of the General  
Municipal Law, the VILLAGE shall pay the sum of FIFTY SIX  
THOUSAND SIX HUNDRED SIXTY SEVEN, (\$56,667.00) to the Volunteer

Fire Department of said VILLAGE from the consideration to be received pursuant to this Agreement.

6. Members of the Fire Department of the VILLAGE, while engaged in the performance of their duties in answering, attending upon or returning from any call provided by this contract shall have the same rights, privileges and immunities as if performing the same in the VILLAGE OF OSSINING, NEW YORK.

7. This Agreement shall terminate on December 31, 1991.

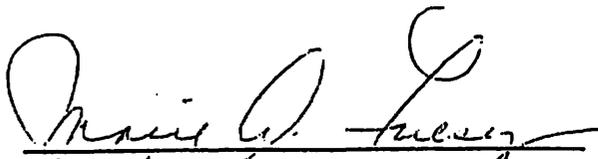
8. This contract shall not be effective unless the Fire Department of the VILLAGE consents thereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this AGREEMENT as of the day and year above mentioned.



Barbara C. Fratianni  
Supervisor, Town of Ossining

DATED: 3/14/91



Marie A. Fuesy, Town Clerk

DATED: 3-14-91

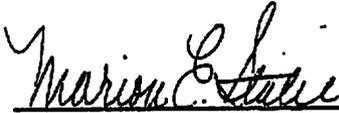
VILLAGE OF OSSINING



Gennaro J. Faiella, Village Manager

DATED: February 20, 1991

ATTEST:

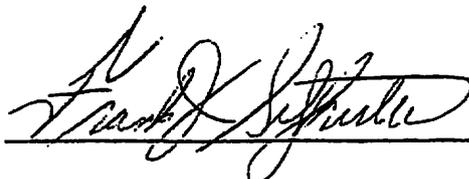


Marion E. Stahl, Village Clerk

DATED: February 20, 1991

The Fire Department of the VILLAGE OF OSSINING, New York  
consents to the foregoing contract.

FIRE DEPARTMENT OF THE VILLAGE OF  
OSSINING, NEW YORK



Frank J. Sylvester, Chief Engineer

DATED: \_\_\_\_\_

ADDENDUM

The Municipality expressly agrees that in the hiring of employees for the performance of work under this agreement or any subcontract hereunder, neither the Municipality, subcontractor, nor any person acting on behalf of the Municipality or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

TOWN OF OSSINING

VILLAGE OF OSSINING

BY: *Debra A. Bradman*

BY: *[Signature]*

DATED: \_\_\_\_\_

DATED: February 20, 1991

FIRE DEPARTMENT OF THE VILLAGE OF  
OSSINING

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Revised - 10/24/06

**Connie Di Salvo**

From: Abels, Linda  
 Sent: Monday, October 23, 2006 2:40 PM  
 To: Connie Di Salvo

Connie,  
 There was a couple of errors on the original fire charges that was sent. I apologize, however, below is the final.  
 Linda

<b>FIRE DEPARTMENT SERVICES</b> Cost Analysis - Year 2007
--

Operating Expenses of the Fire Department- 2003	2005	<u>\$834,514</u>	\$834,514
Total Village Operating Costs for 2003	2005	\$19,740,928	
Fire Department as a % of Total village	0.04		
Fire Department share of General Government Costs		\$2,620,153	
		0.04	\$104,806
Insurance Costs:			
Workmans compensation 561,330 x0.25		\$140,332	
Physical Damage, Auto collision, and Unallocated Insurance x 0.25		<u>\$94,034</u>	\$234,366
Bond & Note Interest			
Bonds:			
1997 Series		\$55,146	\$55,146
2001 Series -Pumper Fire Truck		\$30,150	\$30,150
2004 Aerial Ladder, State Street Fire House		\$336,172	\$336,172
Holla Hose Roof- \$55,000		\$4,274	\$4,274
Transfer In from General Fund:			
State Street Fire House			\$2,959
Portable Radios			\$34,736
<b>GRAND TOTAL FOR FIRE DEPARTMENT OPERATIONS 2005</b>			<b>\$1,637,124</b>
J5 Actuals times the % of assessments in Town Outside	0.27		<u>0.27</u>
Assessment Roll: 6/01			
<b>TOTAL TOWN CHARGES DUE IN 2007</b>			<b>\$442,023</b>

Ladder and t  
 pumbers  
 pumper

Oct. 23, 2007

A-21

10/24/2006

**Ossining Fire District - Revised 10/28/02**

	<b>Total Assessed Value- 2001 Final Roll</b>
Town unincorporated	60,068,206.00
Less BMFD	<u>10,199,886.00</u>
Total Town in OFD	49,868,320.00
Village of Ossining	<u>137,087,910.00</u>
Total Assessed Value in OFD	186,956,230.00
% Town	0.27
% Village	0.73

# VILLAGE SEWERS

This Agreement made as of May 18, 1983, by and between the VILLAGE OF OSSINING, New York, an incorporated village, existing under and by virtue of the laws of the State of New York, having its principal office at 16 Croton Avenue, Ossining, New York (hereinafter referred to as the "VILLAGE"), and the TOWN OF OSSINING, a political subdivision of the State of New York, having its principal office at 16 Croton Avenue, Ossining, New York (hereinafter referred to as the "TOWN").

W I T N E S S E T H:

WHEREAS, the Village has a system of trunk sewers, intercepting sewers, lateral sewers, sewer pumps and appurtenances, interconnecting therewith; and

WHEREAS, the Town administers an Unincorporated Area not contained within any Village and sewer districts or sewer and water districts exist in portions of such area, which districts are administered by the Town Board of the Town, (hereafter referred to as the TOWN BOARD); and

WHEREAS, the Town Board has the power to create additional sewer districts in the future; and

WHEREAS, the Village is presently receiving the sewage of the existing Town sewer districts at various points where said Town sewer districts interconnect with the

Village sewer system, and the Town, or its sewer districts, are collecting sewer charges from the owners of the premises so sewerd to pay the reasonable value of such service; and

WHEREAS, the parties hereto wish to provide for the future disposition of sanitary sewage originating in the unincorporated area of the Town, whether from areas presently served, or otherwise; and

WHEREAS, the parties have determined that payment by the Town for use of Village sewers and appurtenances based upon a percentage of the amount of metered water consumed by the unincorporated area of the Town would be fair and equitable; and

WHEREAS, the parties have further determined that at the present time the unincorporated area of the Town consumes ten percent of all metered water consumed in the Village system.

NOW THEREFORE, in consideration of the premises and the performance of the acts hereinafter required to be performed by each of the contracting parties, the parties do hereby covenant and agree as follows:

1. During the term of this Agreement, the Village will continue to accept sanitary sewage at such points where Town owned sewer lines presently connect with the Village sewers and will convey such sewage to the Westchester County sewage treatment plant.

increase of sewage flow from any point in the unincorporated area of the Town will require construction of new, or reconstruction or modification to an existing sanitary sewer lines, the Town shall bear the full or a proportionate cost of such remedial work to be performed by the Village as the parties shall mutually agree based on the circumstances then existing. Any dispute arising as to the need for such remedial work or the amount or proportion to be paid by the Town may be submitted to a consulting engineer agreed to by both parties and the parties may agree in advance that the opinion of such engineer shall be binding. The fee to be paid the consulting engineer for his services shall be borne by the parties in the same proportion as the cost of the remedial work to be performed.

6. The Town shall make annual payments to the Village for the use of the Village owned sewer lines. Such annual payments for the calendar years 1983 through 1985 shall be Ten (10) percent of the annual "net" sewer fund budgets as adopted for the respective years. The "net" sewer fund budget shall be determined as follows: Total sewer fund budget less the amounts budgeted for data processing, computer and debt service provided that the administrative salaries included in the net figure shall not exceed 4.45 percent of the total sewer fund in any given year.

7. During 1985, the parties shall review water

the benefit of any successor municipal corporations or governmental entities, having jurisdiction over all or any portion of the respective areas of the parties hereto, and shall also enure to the benefit of any sewer or sewer and water district now or hereafter existing in the unincorporated area of the Town of Ossining.

11. This Agreement shall be construed as having been adopted pursuant to the general powers of both governmental entities granted by law, and in particular the special provisions of the Charter of the Village of Ossining, the provisions of the Town Law of the State of New York and the provisions of Article 6 of the General Municipal Law of the State of New York.

12. Any failure by either party to insist on the strict performance of this Agreement by the other shall not be denied waiver of the right to insist on such compliance at a future time.

13. The parties further agree that upon the execution of this agreement by both parties, the prior agreement between the parties dated May 21st, 1963 shall be deemed cancelled and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written, execution thereof having been authorized by the Village Board of Trustees at a meeting held May 17, 1983, and by the Town Board at a meeting held May 10th, 1983.

Village of Ossining

by *[Handwritten Signature]*

Town of Ossining

by *[Handwritten Signature]*

# **PARKER BALE LIFT STATION**

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT made this 15 day of September, 2000, by and between the Town of Ossining, a political subdivision of the State of New York, having its offices and a place of business at the Municipal Building, 16 Croton Avenue, Ossining, New York, for itself and on behalf of the Croton Sewer District and the Village of Ossining, a municipal corporation of the State of New York, having its offices and a place of business at the Municipal Building, 16 Croton Avenue, Ossining, New York.

W I T N E S S E T H:

WHEREAS, Section 119-0 of the General Municipal Law of the State of New York permits political subdivisions to enter into municipal cooperation agreements with respect to various services to be provided by them jointly or severally, including sewer services to serve the properties located within their respective boundaries; and

WHEREAS, the Town of Ossining administers an Unincorporated Area not contained within the Village of Ossining and sewer districts or sewer and water districts exist in portions of such area, which districts are administered by the Town Board of the Town of Ossining; and

WHEREAS, the Village of Ossining has a system of trunk sewers intercepting sewers, sewer pumps and appurtenances interconnecting therewith; and

WHEREAS, Mystic Point is a condominium development existing partly in the Town of Ossining and partly within the Village of Ossining; and

WHEREAS, in accordance with certain Resolutions adopted by the Town Board of the Town of Ossining and the Village Board of the Village of Ossining approving the construction of said condominium development, Mystic Pointe is required to make certain improvements to the Parker Bale Lift Station located in the Croton Sewer District to increase the capacity thereof and to

construct and install a sewer line extension approximately 1,500 feet long to the intersection of Piping Rock Drive and Route 9 to the manhole to the north on Route 9 to the existing sanitary system at Quakerbridge Road, in accordance with the plans and specifications prepared by Dolf Rotfeld Engineering, P.C. dated April 12, 1995 entitled, "Sewer Improvements, Route 9, Village of Ossining Westchester County, New York," in order to accept sewage from said condominium development and various properties located in the Piping Rock area of the Village of Ossining; and

WHEREAS, the Town Board of the Town of Ossining has agreed to accept the sewage generated by the Mystic Pointe condominium development and the additional properties located in the Village of Ossining formerly connected to the Piping Rock Drive Lift Station, which has been discontinued, at the Parker Bale Lift Station in the Croton Sewer District; and

WHEREAS, upon completion of the improvements to the Parker Bale lift station and the Route 9 sewer line, Mystic Pointe dedicated said improvements to the Town and the Town has accepted the same; and

WHEREAS, the parties have agreed that the payment by the Village to the Town for use of the Town sewers and appurtenances based upon the percentage of the use of the Parker Bale Lift Station by the properties formerly connected to the Piping Rock Lift Station located in the Village of Ossining would be fair and equitable; and

WHEREAS, the parties have further determined that the properties located in the Village of Ossining and formerly connected to the Piping Rock Lift Station will generate approximately Fifty (50%) per cent of sewage flowing through the Parker Bale Lift Station and that the expenses attributable to the use and operation of the Parker Bale Lift Station approximate Seventy Five (75%) per cent of the operating budget of the Croton Sewer District;

NOW THEREFORE, in consideration of the premises and the performance of the acts hereinafter required to be performed by each of the parties, IT IS AGREED by and between the parties hereto as follows:

1. During the term of this agreement the Town will accept and continue to accept sanitary sewage generated by the Mystic Point condominium development and the properties formerly connected to the Piping Rock Lift Station which are located in the Village of Ossining at the Parker Bale Lift Station in the Croton Sewer District where the sewer lines serving such properties connect or will connect.

2. The Town will permit the construction of future sewer lines serving the properties located within the Village at the Parker Bale Lift Station in the Croton Sewer District when such interconnections or sewer line extensions will not interfere with sewage disposal services required by Town residents;

3. Any trunk sewers, intercepting sewers or lateral sewers hereafter constructed to serve the Mystic Point condominium development and/or the properties formerly connected to the Piping Rock Lift Station shall be constructed by the Town or the Croton Sewer District or a private developer acting for such district and the physical connection to the Parker Bale Lift Station in the Croton Sewer District shall be in accordance with designs and specifications as approved by the Town;

4. It shall be exclusively the responsibility of the Town or the Croton Sewer District to maintain, at its or their expense, all improvements to the Croton Sewer District constructed and installed as described in or required by this Agreement. Such maintenance shall include but not be limited to the following services: a. Routine maintenance, including rodding; b. Repairs to sewage pumps or force mains c. Any pipe replacement; and d. Maintenance and replacement of manholes.

5. The Village shall make annual payments to the Town for use of the Town owned sewer facilities serving the aforesaid properties located in the Village an amount equal to Fifty (50%) per cent of the sewage flowing through the Parker Bale Lift Station, to be calculated as follows:

Croton Sewer District Budget	\$ _____
Less: District Debt Service	_____
Plus: Parker Bale Debt Service	_____
Total	_____
P/B Lift Station Expense (75%)	_____
Village Share (50%)	_____

Such payments shall be apportioned for the year 1997 as of July 1, 1997. The Village agrees to pay the following amounts to the Town of Ossining for credit to the Croton Sewer District: \$66,877.50 computed to be due for the years 1997, 1998, 1999 and \$38,737.50 for the year 2000, totalling \$105,615.00, as shown in Schedule "A" annexed hereto and made a part hereof. Thereafter such payment shall be adjusted annually during the term of this Agreement based upon actual budgeted amounts.

6. The Town shall not bill the owners of Village properties connected to the Croton Sewer District directly. The Village shall be solely obligated and responsible to the Town or Croton Sewer District for the payment of the amounts due in accordance with Paragraph 5 hereof.

7. This Agreement shall continue in full force and effect for a period of five (5) years ending December 31, 2004 unless otherwise extended, modified or sooner terminated by agreement of the parties.

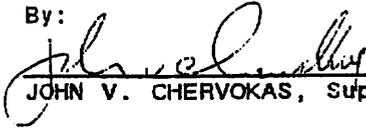
8. This Agreement shall be binding upon and enure to the benefit of any successor municipal corporations or government entities having jurisdiction over all or any portion of the properties to be served in accordance with the terms hereof, and shall also enure to the benefit of any sewer district now or hereafter existing serving said properties.

9. Any failure by either party to insist upon strict performance of the terms of this Agreement by the other shall not be deemed a waiver of the right to insist upon strict performance and compliance with the terms hereof at a future time.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and affixed their seals the day and year first above written.

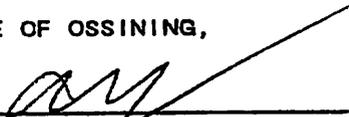
TOWN OF OSSINING,

By:

  
JOHN V. CHERVOKAS, Supervisor

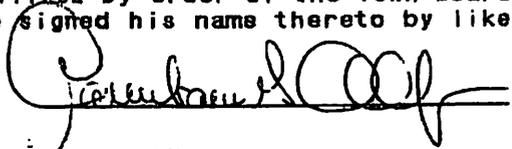
VILLAGE OF OSSINING,

By:

  
O. PAUL SHEW, Village Manager

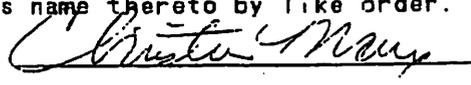
STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:

On the 15 day of September, 2000, before me personally came JOHN V. CHEROKAS, to me known, who, being by me duly sworn, did depose and say that he resides at 9 Mulberry Road, Briarcliff Manor, New York; that he is the Supervisor of the Town of Ossining the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

  
CONSTANCE G. ALFINI  
Notary Public, State of New York  
No. 4734400  
Qualified in Westchester County  
Commission Expires June 30, 2001

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:

On the 15 day of September, 2000, before me personally came O. PAUL SHEW, to me known, who, being by me duly sworn, did depose and say that he resides at Hudson Street, Ossining, New York; that he is the Village Manager of the Village of Ossining the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

  
Christina Marx  
Notary Public, State of New York  
Registration #01MA6040218  
Qualified in Westchester County  
My Commission Expires April 17, 2002



# TOWN OF OSSINING VILLAGE OF OSSINING

MUNICIPAL BUILDING

16 Croton Avenue  
Ossining, NY 10562  
Tel: (914) 762-8428  
Fax: (914) 762-7710



MARY ANN ROBERTS  
Town/Village Clerk

### Parker Bale Intermunicipal Agreement-Village of Ossining

Resolved that the Supervisor be, and he hereby is, authorized and directed to execute the necessary documents, acceptable in form to the Town Attorney, extending for a period of five years the Municipal Cooperation Agreement originally entered into between the Village of Ossining and the Town of Ossining on September 15, 2000 pursuant to which the expense of providing public sewer service to the Mystic Point condominium complex is equitably shared by the two municipalities.

STATE OF NEW YORK ( )  
COUNTY OF WESTCHESTER ( ) ss.:  
TOWN OF OSSINING ( )

I, Mary Ann Roberts, Town Clerk of the Town of Ossining, Westchester County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board at a meeting held on the 28th day of February, 2006 and that the foregoing is a true and correct copy of the original thereof. I DO FURTHER CERTIFY that John V. Chervokas Supervisor, and Geoffrey Harter, David Kreiger and Northern Wilcher Councilmembers were present at such meeting and \_\_\_\_\_ was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the TOWN OF OSSINING this 1st day of March, 2006..

S  
E

Mary Ann Roberts

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# **WATER**

THIS AGREEMENT made as of the first day of January, 2002, by and between the VILLAGE OF OSSINING, a municipal corporation of the State of New York, having its principal office in the Municipal Building, Croton Avenue, Ossining, New York ("the VILLAGE") and the TOWN OF OSSINING, New York, a municipal corporation of the State of New York, also having its principal office in the Municipal Building, Croton Avenue, Ossining, New York ("the TOWN")

**WITNESSETH:**

WHEREAS, since the date of an earlier agreement among the VILLAGE, the TOWN and the Village of Briarcliff Manor, there has been established in the unincorporated area of the TOWN a single water district known as the Ossining Town-Wide Water District; and

WHEREAS, neither the TOWN nor its water district has or maintains its own water supply system; and

WHEREAS, the VILLAGE maintains a water supply known as the Indian Brook Reservoir, as well as a water distribution system therefrom which extends to and/or can be made available to the Ossining Town-Wide Water District, and has connected said water distribution system with the New Croton Aqueduct of the New York City water supply system at its Shaft No. 4 in the Town of Ossining, thereby providing a supply of water adequate not only for the additional needs of the Village of Ossining, but also for the needs of the unincorporated area of the Town of Ossining; and

WHEREAS, the City of New York, through its Department of Water Supply, Gas & Electricity, has granted permission for the taking and receiving of

a supply of New York City water from said Shaft No. 4 through the said water distribution system of the Village of Ossining, New York; and

WHEREAS, the TOWN now has, within its limits, a water distribution system equipped with mains, fire hydrants and appurtenances; and

WHEREAS, it is proposed that the TOWN be supplied by the VILLAGE through its said water distribution system, with water from both the Indian Brook Reservoir and the said connection to Shaft No. 4, wherever and whenever available, and the VILLAGE is willing to supply such water upon the terms and conditions hereinafter set forth; and

WHEREAS, it is in the interest of the VILLAGE and its water supply to supply the unincorporated area of the TOWN with water;

NOW, therefore, in consideration of the covenants herein contained, it is mutually covenanted and agreed by the parties hereto as follows:

1. The term of this agreement shall be for a period of fifteen (15) years, commencing on the 1<sup>ST</sup> day of January, 2002.
2. Except as herein otherwise provided, during the term of this agreement, the VILLAGE shall supply water to the inhabitants of and consumers in the TOWN through the existing mains in said TOWN and through any replacements or extensions thereof or substitutions therefor and such additional mains that may hereafter be laid within said TOWN, and shall also furnish water to fire hydrants in such mains in such TOWN. The VILLAGE shall be compensated by the consumers in the TOWN for the water so supplied them at a rate fifty (50%) percent greater than the rate charged by the VILLAGE to

consumers within its limits, similarly situated and using the same amount of water for the same purposes. In consideration of the mutual covenants herein it is agreed that there shall be no charge for water supplied by such VILLAGE to fire hydrants within such TOWN.

3. All charges by the VILLAGE for water supplied as aforesaid shall be paid by the respective consumers. The VILLAGE shall, at its own cost and expense, read the meters and bill and collect all water charges from such consumers. The VILLAGE shall have the right to provide for the cutting off of the supply of water to a consumer if charges for water supplied are in arrears under its regulations. Any water charge that is delinquent for three or more months shall be levied against the delinquent property and shall be subject to penalty in the manner provided by law. In such event, upon collection by the TOWN, the TOWN shall remit the amount collected to the VILLAGE.

4. The VILLAGE shall, at its own cost and expense, maintain in a condition of good repair the mains, hydrants and appurtenances thereto in the streets or highways in the TOWN, or in any public easement in the TOWN, through which water shall be supplied hereunder and shall also, at its own cost and expense and from time to time, make such replacements as are necessary for efficient operation, it being understood, however, that the VILLAGE shall not be obligated hereby to keep said hydrants free of snow. The VILLAGE agrees to at all times maintain in a condition of good repair its transmission mains within the unincorporated area of the TOWN.

Where the VILLAGE, in the course of performing work hereunder, disturbs any part of a road in the unincorporated area of the TOWN, the VILLAGE's sole obligation shall be to temporarily "patch" the disturbed area. The TOWN shall be responsible for final resurfacing of such road.

5. The rules and regulations of the Village of Ossining and the rules and regulations of the Village of Ossining, except as to rates charged, shall apply to all consumers and such consumers shall conform to all such rules and regulations.

6. All the mains, hydrants and appurtenances and all connections through which water shall be supplied by the VILLAGE shall be installed in accordance with the specifications and requirements of the VILLAGE. The VILLAGE shall, at its own cost and expense, inspect all such installations, or, if such installations shall be made by a private person or concern, the VILLAGE may charge such person for the cost of such inspection.

7. All service connections shall be installed by the VILLAGE and all such installations shall be at the standard rates charged by the VILLAGE and all meter installations shall be furnished by and under the control of the VILLAGE.

8. No water shall be supplied through any mains to be installed in any streets within any water district until the person installing the same shall have complied with the rules and regulations of the VILLAGE.

9. The TOWN shall have the right to extend or to cause to be extended within the Town of Ossining only, the existing public water mains

therein served hereunder by the VILLAGE, provided there is reasonable necessity for such extension and it is so certified to the VILLAGE by the Town Board of the TOWN. The TOWN shall have the right to accept in dedication, or to otherwise acquire, extensions of such existing mains in any public highway or public easement. All such extensions shall be in accordance with the established policy of the VILLAGE. The VILLAGE agrees to supply water hereunder through said extensions to consumers in any such district and to the hydrants installed in such mains.

10. All mains, hydrants, valves and appurtenances in any public street or public easement in the TOWN, and all extension and replacements thereof, shall at all times hereunder remain the property of the water district in which located, it being understood, however, that all mains which have been installed by the VILLAGE in the TOWN and which are primarily necessary for the transmission of water for use within the limits of the VILLAGE shall remain the property of such VILLAGE, even though located in any public highway.

11. The TOWN and the VILLAGE shall have the right, at any time and from time to time, to use, and to install and maintain, appropriate valves at points where transmission lines or distribution mains cross or connect with each other so as to reasonably preserve the integrity of the respective water systems of the parties hereto. No such valves shall be opened except upon the consent of both parties.

12. It is understood that the VILLAGE shall not be held responsible by the TOWN, or any water district, or any of the inhabitants of the

TOWN served hereunder for any damage, direct or indirect, that said TOWN, or any water district, or any of their inhabitants may sustain by the shutting off, cessation, decimation, or interruption of the flow of water by reason of the failure of the VILLAGE to receive water from the New Croton Aqueduct for any reason.

13. This agreement is subject to such approval of the Water Resources Commission of the State of New York as may be necessary.

14. This instrument shall be binding upon and enure to the benefit of the parties hereto and their successors.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective corporate seals to be hereunto affixed the day and year first above written.

TOWN OF OSSINING

By: John L. ...  
Supervisor

Attest:

Mary Ann Roberts

VILLAGE OF OSSINING

By: Thomas G. ...  
Mayor

Attest:

Mary Ann Roberts

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

(within New York State)

State of New York            )  
  )ss.:  
County of Westchester        )

On the 29 day of August in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared John V. Chervokas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christina Marx  
Signature and Office of Individual  
Taking acknowledgment

Christina Marx  
Notary Public, State of New York  
Registration #01MA6040218  
Qualified In Westchester County  
My Commission Expires April 17, 2006

**UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT**

**(within New York State)**

State of New York            )  
  )ss.:  
County of Westchester        )

On the 27 day of August in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Cambariere, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christina Marx  
Signature and Office of Individual  
Taking acknowledgment

Christina Marx  
Notary Public, State of New York  
Registration # 61MAG040218  
Qualified in Westchester County  
My Commission Expires April 17, 2006

**TO: MARYANN ROBERTS, TOWN CLERK**

**FROM: O. PAUL SHEW, VILLAGE MANAGER**



**SUBJECT: AMENDMENT TO THE WATER AGREEMENT**

**DATE: APRIL 11, 2000**

**Please find an original copy of an amendment to the water agreement between the Village and Town of Ossining. This has been enacted by Resolution of the Town, and accepted by the Village.**

**Thank you.**

**c: T.G. Barnes, Esq. Corporation Counsel**



# TOWN OF OSSINING VILLAGE OF OSSINING

MUNICIPAL BUILDING

16 Croton Avenue  
Ossining, NY 10562  
Tel: (914) 762-8428  
Fax: (914) 762-7710



MARY ANN ROBERTS  
Town/Village Clerk

Intermunicipal Agreement with Village of Ossining –  
Amendment to Water Agreement

Councilmember Penn moved and it was seconded by Councilmember Connolly that the following be approved:

Whereas, the Town of Ossining has an intermunicipal agreement with the Village of Ossining dated June 1961, to supply the unincorporated area of the Town of Ossining with water, and

Whereas, the Board of Trustees of the Village of Ossining has approved a \$3.5 million project in budget year 2000 for capital improvements to water lines including the unincorporated area of the Town of Ossining;

Now, Therefore, Be It Resolved, that the Supervisor of the Town of Ossining is hereby authorized to sign a memorandum with the Village of Ossining amending the 1961 water agreement to include a payment schedule reimbursing the Village of Ossining for such capital improvement if the Town chooses another water provider, other than the Village of Ossining.

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:  
TOWN OF OSSINING )

I, Mary Ann Roberts, Town Clerk of the Town of Ossining, Westchester County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board at a meeting held on the 28 day of March, 2000, and that the foregoing is a true and correct copy of the original thereof. I DO FURTHER CERTIFY that John Chervokas Supervisor, and Michael G. O'Connor, Kathryn Penn, Francesca Connolly and Geoffrey Harter Councilmembers were present at such meeting and no one was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Ossining this 29 day of March, 2000.

Mary Ann Roberts  
Town Clerk

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4/11/00  
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**TO: JOHN CHERVOKAS, TOWN SUPERVISOR**

**FROM: O. PAUL SHEW, VILLAGE MANAGER**

**SUBJECT: AMENDMENT, IMA--WATER**

**DATE: MARCH 8, 2000**

**Consistent with the IMA meeting last held, we are summarizing our business agreement with you regarding the work that we have funded for water lines outside the municipal jurisdiction. This would serve as a modification of our existing water agreement, pending a renewal or extension thereof.**

**In summary, we are agreeing to make certain capital improvements to lines outside of the Village. The Village Board has committed \$3.5M in such improvements. Plans and specifications are now being completed for the same, and we anticipate placing this work out to bid later this month for construction this year.**

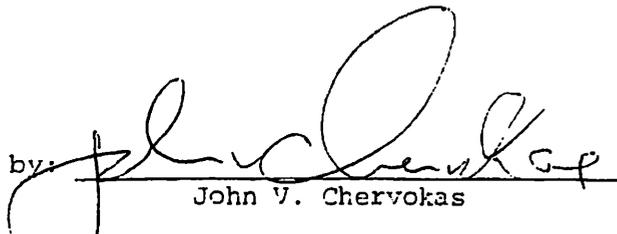
**For those improvements made outside our jurisdiction, we would anticipate to recover all costs: engineering, capital and otherwise, that are attributed to those improvements. Should the Town continue as a customer for not less than ten years after expiration of the current agreement such capital investments would be considered amortized. If, however, the Town elects another provider, a payment schedule to the Village is agreed as follows:**

**Year One- Town repays Village 90% all costs  
Year Two- ' ' ' 80% all costs  
Year Three- ' ' ' 70% all costs  
.....etc through year Ten.**

**We are anticipating that bids will be awarded in April, so we will need your response prior to bid awards. This document is prepared for your Board approval. If you have any questions, please advise.**

**Thank you.**

file: water

Accepted by:   
John V. Chervokas

(per resolution adopted 3/28/00 by the Town Board)

**COMPTROLLER AND TREASURER  
FUNCTIONS**

# Intermunicipal Agreement Regarding Comptroller and Treasurer Functions

THIS AGREEMENT made this fifth day of April, 1994, by and between the Town of Ossining, hereinafter referred to as the "Town," and the Village of Ossining, hereinafter referred to as the "Village," both being municipal corporations of the State of New York with offices at the Municipal Building, 16 Croton Avenue, Ossining, New York.

## WITNESSETH:

WHEREAS, heretofore the Town and Village each provided for an officer and/or employees to provide financial, accounting, and data processing functions in their respective budgets; and

WHEREAS, the Town does not now employ a Comptroller to administer to its financial, accounting and data processing needs; and

WHEREAS, the Village employs a Treasurer and various financial, accounting, and data processing staff to administer its financial, accounting, and data processing needs within its budget; and

WHEREAS, the parties desire that the Town financial, accounting, and data processing functions be administered by the Treasurer of the Village, hereinafter referred to as the "Treasurer," in accordance with its duly adopted budget, under the direction and supervision of the Supervisor of the Town, as the Chief Financial Officer of the Town; and

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provisions of services;

NOW THEREFORE, IN CONSIDERATION of the mutual promises of the parties, it is understood and agreed as follows:

1. DURATION. This Agreement shall be effective from the date of the signing of this agreement to December 31, 1996, and is subject to the approval of the Town Board of the Town of Ossining and the Board of Trustees of the Village of Ossining. This Agreement may not be amended, modified, altered, renewed or otherwise changed without the approval of both the Board of Trustees and the Town Board. If either party to this agreement intends not to renew this agreement upon its expiration, said party must give notice of its intention on or before July 1 of that year. Absent such notice not to renew, the parties agree that the agreement shall continue on an annual basis on the same terms and conditions as the preceding year, subject only to a revision of financial figures.

2. ADMINISTRATION OF THE TOWN FINANCIAL, ACCOUNTING, AND DATA PROCESSING FUNCTIONS. The Treasurer shall administer the Town's financial, accounting, and data processing functions set forth in Appendix "A" hereof for the benefit of the Town, in accordance with the duly adopted Town budget, under the direction and supervision of the Supervisor of the Town, as its

Chief Financial Officer. The Town Board may, from time to time, alter or modify its budget. The Treasurer shall at all times cooperate with and respond to the Supervisor in all matters relating to the administration of its financial, accounting, and data processing functions and needs. The Treasurer and all employees of the Village providing the aforesaid services to the Town shall at all times be and remain employees of the Village. All Village employees in the accounting and data processing departments rendering such services to the Town shall be under the direction of the Treasurer.

**3. OPERATION OF TOWN FINANCIAL, ACCOUNTING, AND DATA PROCESSING FUNCTIONS.** The Treasurer shall perform the financial, accounting, and data processing functions set forth in Appendix "A" annexed hereto. The Treasurer shall account to the Supervisor for any Town revenues received and shall immediately deposit the same into bank accounts as designated by the Town Board. All expenses and disbursements of the Town to be paid shall be submitted to the Treasurer by the Town Supervisor or the Supervisor's designee on vouchers approved by the Town Board. The Town may, at any time and for any reason, audit or cause to have audited the books of the Town as kept by the Treasurer.

**4. ADMINISTRATIVE EXPENSES.** The Town shall pay to the Village for such services performed by the Treasurer an amount set forth in Appendix "B" annexed hereto. This sum shall cover the Town's portion of the cost of the salary paid or expended by the Village to or for the benefit of the Treasurer and such staff assigned to assist the Treasurer in the performance of the aforesaid financial, accounting, and data processing functions; and it shall also cover the Town's share of administrative expenses such as stationery, postage, copy paper, telephone, etc. for the period from the date this agreement is signed to December 31, 1995. Payment shall be made upon vouchers signed by the Village Manager and submitted to the Town Supervisor, in monthly payments.

**5. FIDELITY BOND.** The Village shall obtain a fidelity bond and a policy of errors and omissions insurance on the Treasurer for the benefit of the Town covering its liability to the Town for Town monies had and received by the Treasurer in connection with the performance of the financial, accounting and data processing functions of the Town under this Agreement in amounts to be agreed upon between the Town and Village. The incremental premium paid for such fidelity bond and policy of errors and omissions insurance shall be deemed an additional expense of administering the services to be performed hereunder.

**6. SEPARATION OF FUNDS, DATA, AND INVESTMENTS.** The Treasurer shall at all times maintain separate bank accounts for all Town funds, and shall deposit all monies received by the Town into these accounts as directed by the Town Board. All data processing information shall be maintained in separate accounts within the data processing system in such a manner that no co-mingling, mixing, or confusing of funds or data will occur. The Town and Village Boards shall, in accordance with law, devise and adopt investment policies for surplus municipal funds and the Treasurer shall implement these policies. In pursuit of such investments, the Treasurer shall not co-mingle in any way the funds of the Town and the Village, and all investments made in pursuit of this investment policy shall be made in the name of the Town of Ossining or the Village of Ossining, depending on the source of the funds. The Treasurer may, from time to time, recommend to each Board joint investments of surplus municipal funds, but no such joint investment shall be made without the approval of each Board.

**7. FILLING OF VACANCY IN POSITION OF TREASURER.** In the event that the office of the Treasurer becomes vacant during the term of this agreement, in line with previous practice, the Village

Manager, together with the Town Supervisor, will interview candidates for the opening. At a joint meeting of both Boards, the Manager shall present at least 2 candidates for review. The Boards shall discuss jointly the candidates' qualifications and requirements and, based upon these discussions, the Village Board shall recommend to the Manager those candidates it would be willing to ratify.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Town of Ossining  
By:

Village of Ossining  
By:

\_\_\_\_\_  
WILLIAM E. BURTON  
Town Supervisor

\_\_\_\_\_  
JOHN PASQUERELLA  
Village Mayor

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHERTER

On the \_\_\_ day of \_\_\_\_\_, 1996, before me personally came WILLIAM E. BURTON, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Supervisor of the Town of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said corporation; That the seal so affixed to said instrument is such corporate seal; That it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER

On the \_\_\_ day of \_\_\_\_\_, 1996, before me personally came JOHN PASQUERELLA, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Village Mayor of the Village of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said municipal corporation; That the seal affixed to such instrument is such seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

APPENDIX A

Financial and Fiscal Functions  
To be Performed under this Agreement

I. Accounts Payable

- o Obtain approved vouchers from Town Supervisor
- o Town will separate vouchers by Fund
- o Assign/maintain new vendor information on system

- o Town will research for duplicate payments, wherever possible, review vouchers to ensure that statements are not paid
- o Input vouchers and obtain printout for initial Supervisor and Board review
- o Town will do last-minute verification of vouchers and do research for Board members as needed
- o Create all A/P checks (i.e., backup KVS files, print and verify reports, do check process)
- o Print final abstract for Supervisor and Board members
- BO  
monthly  
o Create and print budget reports for department heads and Supervisor
- o Print and sign checks for all funds and verify check to voucher and invoice to ensure that proper payment is being made
- o Stuff envelopes with check and a copy of invoice paid, seal, stamp, and mail all checks
- o regarding vendor payments, non-payments, when paid, why not paid, departments will contact Town Budget Officer and Budget Officer will contact Village.
- o Void and stop payment of checks at bank and in computer
- o Request and maintain IRS W-9 forms (tax ID number) for vendors
- o Print, verify, and mail 1099 tax forms
- o Prepare magnetic tape to report 1099 information to NYS and IRS
- o Prepare all tax schedules and forms for IRS and NYS to accurately report all data
- o Review all new changes in reporting requirements and ensure adherence to changes

## II. Payroll

The Village of Ossining is not responsible for errors made on payroll if the error is caused by an incorrect employee timesheet submitted by a department head. Any correction necessary will not be made until the next payroll process. Any special payrolls (not on the regular cycle) requested by the Town, must be approved by the Town Supervisor with the Village Manager. In addition, any special work not included in the IMA must also be approved by the Town Supervisor with the Village Manager.

INTER-MUNICIPAL AGREEMENT ON FISCAL MANAGEMENT

Page 5

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- o Build all general ledger and subsidiary accounts into the KVS System.
  - o Create schedule of all Town employees which includes department, clock number, employee name, annual salary, bi-weekly salary, daily salary, and hourly salary as a means of inputting the information into the system as required by both the NYS and Independent auditors.
  - o Must build an employee history for each employee which must be retained for audit, retirement, Department of Labor, Unemployment, Child Support, Loan applications, etc.
  - o Build employee file for each Town employee including: 1. Employee information, name, social security number, salary, etc.; 2. Cost distribution; 3. Deductions.
  - o Build payroll deductions for disbursement after each payroll including: Federal tax, state tax, FICA, Medicare, Deferred Compensation, etc.
  - o Build macro to conform to Town's style of checks.
  - o Create payroll input sheets which will include fringe benefits (if any) (e.g., longevity, sick pay incentive).
  - o Town department heads shall schedule each employees fringe benefits so as to ensure that no employee is excluded for payment.
  - o Prepare a Lotus spreadsheet which documents all payroll information generated from payroll reports. This will be used to prove out the payroll.
  - o Review all payroll sheets received from departments. Ensure that new employee information and employee changes are approved by department heads.
  - o Make changes to employees master file for any changes to employees' deductions.
  - o Town department heads shall verify that employees are receiving proper payments for vacation time, longevity, stand-by pay, out of title pay, etc.
  - o After verification process has been completed, begin inputting payroll.
  - o After input is complete, verify that amounts input are proper and agree to what was sent up by department.
  - o Backup KVS payroll files prior to creating payroll checks. After backup is complete, prepare payroll check process.
  - o Print payroll reports, including Payroll register, Check register, Individual deduction report, Journal Entry report
  - o Take totals from above reports and input into spreadsheet to prove payroll.

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- o Print overtime reports for review by Treasurer/Controller.
  - o Print and sign all employee paychecks. Separate and batch all checks by department for distribution.
  - o Prepare all payroll journal entries for review by Deputy Treasurer.
  - o Prepare vouchers for payroll deduction checks (federal taxes, state taxes, retirement system, savings plan, credit union, deferred compensation, CSEA, PBA, etc.)
  - o Print all deduction checks listed above.
  - o Federal, state, and retirement deductions check to Treasurer/Controller for tax reporting purposes. Preparation of Form 8109 and WT-1-P. Adherence to deadlines is critical.
  - o Prepare the following monthly:
    1. Print retirement reports for analysis by Treasurer/Controller-upon completion of analysis by Treasurer/Controller, documentation is sent to Retirement System for proper recording.
    2. Print Labor statistics report and fill out federal, state, and local reporting sheets-return to Department of Labor.
    3. Prepare monthly close in the system so that new month can commence.
  - o Prepare the following quarterly:
    1. Earnings Register for the quarter and quarterly 941, NYS salary reports for review by Treasurer.
    2. Treasurer/Controller to analyze quarter end totals to ensure that payroll figures per the Earnings Register agree to 941 and NYS reports.
    3. Prepare 941 tax forms for the IRS and the WT-4 A&B for NYS. This must be done within 30 days of the quarter end.
    4. Prepare quarter close to complete quarterly reporting.
  - o Prepare at year's end:
    1. Earnings Register for the year for review by Treasurer and Deputy Treasurer. Copy to Personnel Clerk by employee to include in employee file.
    2. Prove totals from Earnings Register to payroll spreadsheet.
    3. Create, prove, and print W-2's for Treasurer review.
    4. Work with KVS to create magnetic tape for W-2's for reporting purposes.
    5. Mail out W-2's to employees.
    6. Full tape backup of all transactions processed on the Town's behalf in the previous 12 months.

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- 7. Prepare the following tax returns:
    - o IT-2103 and PR202-Regular Payroll NYS
    - o Form 6559 W-2 Regular Payroll IRS
    - o 4804 1099 Misc IRS
    - o 2102-1 and 1099 Misc NYS
  - o Prepare at the beginning of each year:
    - 1. Schedule V Compensation Plan by Town Budget Officer.
    - 2. An analysis for each employee to calculate daily and hourly rate for input into system. Input above salaries into system.
    - 3. New payroll sheets with new salary for each department.

### III. Other Accounting Functions

- o Conform Town chart of accounts to the Village's.
- o Create computer disk space to accommodate the Town's accounting system.
- o Create a separate directory for both the Town and Village so as to ensure separability between both.
- o Build the Town's chart of accounts onto the Village's system.
- o Supervise the building of the Town's payroll information onto the Village's system.
- o Standardize the Town Budget in accordance with Village account numbers.
- o Record the annual budget adopted by the Board of Trustees and Town Board for each fund.
- o Review and reconcile the Town of Ossining's bank statements to its internal accounting records.
- o Prepare internal audit of the following: (a) Cash Receipt Journal, (b) Cash Disbursements Journal, (c) Payroll Journal, (d) Purchase Journal, (e) Subsidiary Ledgers, (f) General Ledger.
- o Prepare and approve monthly journal entries, adjusting journal entries, and yearly adjusting entries.
- o Prepare yearly debt schedules for both bond anticipation notes and serial bonds. Coordinate the payment of both BANs and Serial Bonds to ensure timely payment.
- o Assist independent auditors with year end audit and the NYS Auditors with three year audit.

- o Preparation of the Annual Update Document to the NYS Comptroller's Office for the Town .
- o Perform and supervise month end and year end close for the following accounts: (a) Budgetary, (b) Encumbrance, (c) Expenditure, and (d) Revenue
- o Prepare year end accruals for both receivable and payables.
- o Supervise the printing of the following month end and year end reports: (a) General Ledger Detail, (b) Balance Sheet, (c) Budget Adjustments, (d) Revenue Control, and (e) Budget Control, (f) Appropriation Ledger, (g) Trial Balance, (h) Purchase Order Detail, and (i) Other reports as required.
- o Supervise the payroll process, payroll month end and year end close, verification of W-2's and 1099's.

IV. Management Information Services

*Print LUS tax bills*

- o Establish, issue, and enforce the computer policies and standards.
- o Direct the needs of various users and assist in solving system problems experienced by various departments. System problems include the following: system frozen, system down, reports not printing, etc.
- o Assist in the implementation of a lockbox system and OCR coding to handle the tax collection for Village and Town.
- o Evaluate new hardware and software technology and assess the need for new systems to ensure the efficient operation of all systems.
- o Assist in the implementation of processing retirement information on magnetic tape to meet NYS Retirement System requirements.
- o Process all 1099's and W-2's on magnetic media or paper (as required by law) to meet standards set by the IRS, NYS, and the Social Security Administration.
- o Implement the UNIX based LAN system and administer the LAN.
- o Computerization of Town capital project listing.
- o Review all contracts regarding hardware and software entered into by the Village.
- o Load and process all new KVS programs to update the system.
- o Monitor reports for errors due to updates and report findings to KVS.
- o Responsible for maintenance of Data General hardware (CPU) and printers.

- o In house user support for general ledger, accounts payable, attendance, and payroll.

V. Treasury Functions

The Village of Ossining is not responsible for ensuring that the maximum interest earnings are being realized. The Village is only responsible for due diligence in making investments for the Town. In addition, the Village is not responsible to the Town for any monies which are lost due to a financial institution's default.

- o Investment of cash for Town as per the direction of the Town Supervisor and Board.
- o Monitor daily cash flow for Town to ensure cash availability.
- o Wire transfers of cash to various banks.
- o Monthly expenditure analysis for Supervisor and Board review.
- o Quarterly revenue and expenditure analysis for Supervisor and Board review.
- o Monitoring of cash collections and revenue/expenditure projections shall be the responsibility of the Town Budget Officer.
- o Schedule school and county taxes to ensure that payments are included as part of cash flow requirements.
- o Enforcing budget transfers to ensure that budget line items are not overexpended shall be the responsibility of the Town Budget Officer.

VI. Debt Service

- o Develop Debt schedules for Bond Anticipation and Serial Bonds to ensure timely payment of debt.
- o Handle all debt closings for BANs.
- o Do competitive bidding to obtain most favorable interest rates to ensure that we are not overpaying interest expense.
- o Ensure that Town Clerk receives the proper information to contact bond counsel.
- o Ensure that proceeds of debt issuance is properly accounted for in separate funds to ensure that the funds are not commingled with operating funds.

APPENDIX B

Administrative Expenses & Charges for Consolidation  
of Town Comptroller with Village Treasurer

1. BASIS OF CALCULATION OF CHARGES

Charges by the Village of Ossining to the Town of Ossining for work as Comptroller under this agreement for 1993 and 1994 will be calculated on the basis of an agreed-upon proportion of the projected costs of the combined Comptroller-Treasurer's office and the actual salaries (not including benefits) of the persons assigned to work in that office.

2. RELEVANT COSTS

The salaries and contractual items are limited to the following:

A. 1993 Salaries	
Treasurer	71,600.00
MIS Director	63,000.00
Accountant	44,000.00
Payroll Clerk	31,150.00
A/P Clerk	28,000.00

-----  
Sub-Total                   \$237,750.00

B. Contractual	
Printing & Postage	11,388.00
Items (1993):	
Equipment*	4,850.33
Telephone	3,163.00
Office Expenses	6,186.50
Equip. Maintenance	9,710.00
Conference	4,001.95
Training	4,030.00
Contractual/Clerical	515.00
Computer Software	27,811.55
Customer Support	4,266.00
Consulting	3,090.00

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Sub-Total                   \$ 79,012.28

C. Total All Relevant Costs           \$316,762.28

\* Equipment is 1/3 of actual cost of new Data General computer, not full cost. The remaining 2/3s shall be included in the 1994 and 1995 costs of this agreement.

3. CALCULATION OF CHARGES BY VILLAGE OF OSSINING TO TOWN OF OSSINING

Relevant Charges, Total	\$316,762.28
Town's Share **	31.5%
	-----
Charge to Town of Ossining	\$ 99,780.14

\*\* Calculation of Town's share is based on an analysis of relevant areas of activity (such as vouchers produced, checks prepared, 1992 overall budgets, and 1992 budgets of combined departments). This final figure is the result of a compromise of the various proportions discovered during this analysis.

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Calculation of Town's Costs & Savings for Consolidation  
of Town Comptroller with Village Treasurer

1. 1992 BUDGET COSTS

Salaries & Benefits	Central Data Processing	\$44,013.37
	Comptroller	56,136.92
	Asst to Comptroller (1/2)	17,679.57
-----		
	Sub-Total	\$117,829.86
Contractual Costs	Central Data Processing	\$ 27,868.00
	Comptroller	1,290.00
	Asst to Comptroller	300.00
-----		
	Sub-Total	\$ 29,458.00
	Grand Total	\$147,287.86

2. 1993 BUDGET COSTS

Contract with Village of Ossining	\$ 99,780.14
1/4 Int. Clerk/Typist	8,839.79
Executive Asst to Supervisor, Stipend for Budget Officer and Voucher Verification	10,000.00
-----	
Total	\$118,619.93

3. ESTIMATED SAVINGS

Costs 1992	\$147,287.86
Costs 1993	\$118,619.93
-----	
Savings	\$ 29,667.93

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Calculation of Village's Savings for Consolidation  
of Town Comptroller with Village Treasurer

1. 1993 VILLAGE BUDGET WITHOUT CONSOLIDATION

Data Processing Salaries	
Bookkeeper	\$ 41,184
Payroll Clerk	32,342
A/P Clerk	28,209
Contractual Costs	36,695
Treasurer Salary	67,060
Asst to Treasurer	32,552
Contractual	15,000
<hr/>	
Total	\$253,042

2. 1993 VILLAGE BUDGET WITH CONSOLIDATION

A. Salaries	
Bookkeeper	\$ 44,000
Payroll Clerk	33,960
A/P Clerk	29,300
Treasurer	71,600
MIS	63,000
B. Contractual Costs	
	79,012
<hr/>	
Total	\$320,872

3. CALCULATION OF VILLAGE COSTS

1993 Budget with Consolidation	\$320,872
Less Payment by Town	-99,780
<hr/>	
Total Cost	\$221,091

4. ESTIMATED SAVINGS

1993 Budget without Consolidation	\$253,042
1993 Budget with Consolidation	\$221,092
<hr/>	
Savings	\$ 31,950

**TOWN AND VILLAGE CLERK  
FUNCTIONS**

# Intermunicipal Agreement Regarding Town and Village Clerk

THIS AGREEMENT made this 14th day of April, 1993, by and between the Town of Ossining, hereinafter referred to as the "Town," and the Village of Ossining, hereinafter referred to as the "Village," both being municipal corporations of the State of New York with offices at the Municipal Building, 16 Croton Avenue, Ossining, New York.

## WITNESSETH:

WHEREAS, heretofore the Town and Village each provided for an officer and/or employees to provide municipal functions in their respective budgets; and

WHEREAS, the position of Village Clerk is vacant; and

WHEREAS, the Town Clerk is a State-mandated position and the Town Clerk's office (hereinafter referred to as the "Town Clerk") is fully staffed and performs all duties and responsibilities for the Town in accordance with New York State Town law; and

WHEREAS, the parties desire that the Village Clerk duties and responsibilities be administered by the Town Clerk in accordance with its duly adopted budget, under the direction and supervision of the Village Board and the Village Manager; and

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provisions of services;

NOW THEREFORE, IN CONSIDERATION of the mutual promises of the parties, it is understood and agreed as follows:

1. DURATION. This Agreement shall be effective from the date of the signing of this agreement to December 31, 1996, and is subject to the approval of the Town Board of the Town of Ossining and the Board of Trustees of the Village of Ossining. This Agreement may not be amended, modified, altered, renewed or otherwise changed without the approval of both the Board of Trustees and the Town Board. If either party to this agreement intends not to renew this agreement upon its expiration, said party must give notice of its intention on or before July 1

of that year. Absent such notice not to renew, the parties agree that the agreement shall continue on an annual basis on the same terms and conditions as the preceding year, subject only to a revision of financial figures.

**2. ADMINISTRATION OF THE VILLAGE CLERK DUTIES AND RESPONSIBILITIES.** The Town Clerk shall administer the Village Clerk's duties and responsibilities set forth in Appendix "A" hereof for the benefit of the Village, under the direction and supervision of the Village Board and the Village Manager, as the Village Board directs. The Clerk shall cooperate with the Village Manager in all matters relating to the Village Clerk's office. The Clerk and all employees of the Town providing the aforesaid services to the Village shall at all times be and remain employees of the Town. All Town employees in the Clerk's office rendering such services to the Village shall be under the direction of the Town Clerk. In order to carry out the duties and responsibilities of the Village Clerk, the Village Board shall appoint the Town Clerk to the position of Village Clerk, to the position of Registrar of Vital Statistics, to the position of its Records Management Officer, and to the position of its Records Access Officer.

**3. OPERATION OF VILLAGE CLERK DUTIES AND RESPONSIBILITIES.** The Town Clerk shall perform the duties of Village Clerk as set forth in Appendix "A" annexed hereto. All revenues collected shall be deposited to the Town Clerk's account as directed by the Town Board's resolution as the depository for the Town. A monthly report shall be submitted to the Village Board and the Village Manager outlining all fees collected on behalf of the Village (see Appendix "B" annexed hereto). All fees collected in accordance with Appendix "B" shall be paid over to the Village Manager at the time of submission of the monthly report.

Consolidation of the position of Registrar of Vital Statistics is authorized by the New York State Public Health Law (section 4120.2(a)). Districts wishing to consolidate must obtain the approval of the County Board of Legislators; therefore, it is agreed that each Board shall pass identical resolutions to this effect asking the County Board of Legislators to approve this consolidation. A certified copy of the resulting County Board resolution shall then be forwarded to the Commissioner of Health, who in turn will issue a Consolidation Order. When this Order is received, all vital records and record books of the Village of Ossining shall be turned over to the Town Clerk as the Registrar.

The Village may, at any time and for any reason, audit or cause to have audited the records of the Town Clerk as they relate to the Village Clerk's duties and responsibilities to the Village of Ossining.

**4. LICENSING DISTRICTS AND FEES.** It is agreed that the Village of Ossining shall notify the New York State Department of Conservation that it will no longer be an agent for the sale of conservation licenses. All unused licensing stamps shall be returned to the Department of Conservation with the last monthly

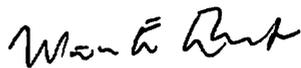
report filed by the current Village Clerk. The Village shall also notify the Department of Agriculture and Markets that dog licensing for the Village of Ossining shall henceforth be the responsibility of the Town of Ossining. Fees will be paid to the Village of Ossining monthly.

5. ADMINISTRATIVE EXPENSES. The Village shall pay to the Town for such services performed by the Town Clerk an amount set forth in Appendix "C" annexed hereto. This sum shall cover the Town's portion of the cost of the salary and benefits paid or expended by the Town to or for the benefit of the Town Clerk and the Clerk's staff, and it shall also cover a reasonable amount as its share of administrative expenses such as stationery, postage, copy paper, telephone, etc. from the date of the signing of this agreement to December 31, 1995. Payment shall be made upon vouchers signed by the Village Manager and submitted to the Town Supervisor, in monthly payments.

6. FILLING OF VACANCY IN POSITION OF TOWN CLERK. The position of Town Clerk is an elected position, subject to an election every four years in accordance with New York State Town law. If a vacancy shall occur in the Office of Town Clerk during the term of this agreement, the filling of this vacancy shall be in accordance with the New York State Public Officers Laws. It is further agreed that the Town Supervisor, together with the Village Manager, will interview candidates for the appointment. At a joint meeting of both Boards, the Town Supervisor shall present at least 2 candidates for review. The Boards shall discuss jointly the candidates' qualifications and requirements and, based upon these discussions, the Town Board shall appoint the new Town Clerk, who shall serve until the next General Election.

IN WITNESS WHEREOF, the parties have executed this Agreement as of July, 1996..

Town of Ossining  
By:



---

WILLIAM E. BURTON  
Town Supervisor

Village of Ossining  
By:



---

JOHN F. PASQUERELLA  
Village Mayor

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER

On the 5 day of July, 1996, before me personally came WILLIAM E. BURTON, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Supervisor of the Town of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said corporation; That the seal so affixed to said instrument is such corporate seal; That it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.



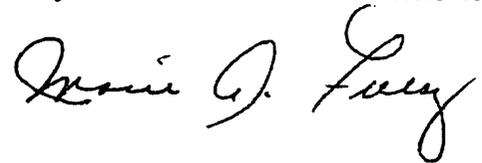
MARIE A. FUESY  
Notary Public, State of New York  
No. 60-8427425  
Qualified in Westchester County  
Commission Expires September 30, 1996

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER

On the 5 day of July, 1996, before me personally came JOHN F. PASQUERELLA, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Mayor of the Village of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said municipal corporation; That the seal affixed to such instrument is such seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.



MARIE A. FUESY  
Notary Public, State of New York  
No. 60-8427425  
Qualified in Westchester County  
Commission Expires September 30, 1996

## APPENDIX A

## Municipal Clerking Functions To Be Performed under this Agreement

1. Attend all regular and special meetings of the Village Board of Trustees. Provide certified copies of adopted Resolutions upon request. Prepare Agenda for Board Meetings. Index Board Minutes
2. Custodian of all records of the Village. (Appointment by the Village Board as Records Management Officer is required.)
3. Draft all official correspondence of Village Clerk's Office.
4. Draft resolutions for Board of Trustees meetings for approval by Village Manager and/or Corporation Counsel.
5. Process Local Laws: Notice of Public Hearing, publication of Legal Notice, keep official records of adopted laws, certifications of posting, filing adopted local laws with Secretary of State, forward adopted local laws to Municipal Code for printing of revisions for the Village Code Book.
6. Maintain official copy of the Code of Ordinances and Zoning Ordinances.
7. Prepare all Legal Advertising for publication, including all Bid openings.
8. Process all Bingo Licenses in accordance with the rules and regulations of the New York State Racing and Wagering Board.
9. Process and maintain a record of all TORT Claims filed against the Village.
10. Maintain current list of all Village vehicles and drivers licensed to operate these vehicles.
11. Receive and Process all Claims filed against the Village.
12. Maintain Birth and Death records of the Village. (Registrar of Vital Statistics is an appointment of the Village Board).

13. Issue licenses and maintain records of Village licenses as mandated in the Code of Ordinances. (Cabaret, Refreshment, Peddlers, Laundromat, Coin-Controlled, Taxi Driver, Taxi Owner, etc. See Appendix B.)
14. Assume the sale of all Conservation Licenses in accordance with the Rules and Regulations of the Department of Environmental Conservation.
15. Assume the licensing of dogs in accordance with the Rules and Regulations of the New York State Department of Agriculture.
16. Prepare a Monthly Report for the Village Board and Village Manager of all fees collected for Village Licenses. (See Appendix B.)  
**(Revenue for all Village licensing (dog, conservation, birth, death, etc.) should be credited to Village accounts.)**
17. Process all legal documents necessary for Sale of Bonds with Bonding Attorney.
18. Maintain file of all contracts, leases, agreements, bids, etc. entered into by the Village.
19. Accept all applications for rezoning of properties, refer to Village Board of Trustees for transmittal to Planning Board of review and recommendation. Accept required fee.
20. Zoning Appeals: notify all property owners in accordance with Village Zoning Ordinance, prepare legal notice, advertise and post notice for Public Hearing, notify Westchester County Department of Planning and other affected Municipalities.
21. Maintain Zoning Map of Village of Ossining. File minutes of Planning Board and Zoning Board Meetings. Keep record of timing for filing appeals for suits against the Village. Sell Zoning Books.
22. Keep current list of all Boards and Committees and notify the Village Manager and Board of Trustees of expiration of current terms.
23. Notify all appointees of their appointments and administer the Oath of Office.
24. FIRE DEPARTMENT: Keep a current file of all active and inactive members of the Ossining Fire Department by Fire Company. Provide certified membership lists to each Fire Company for Chief Engineer's election. (Every 2 years).
25. Maintain a list of official Village Depositories for Village funds.
26. Receive official resignations.
27. Keep a record of all transactions involving Village of Ossining Fees collected.
28. Balance the cash receipts on a daily basis.

- 
29. Conduct Special Village Referendum Votes in accordance with Village Law.
  30. Responsible for all Freedom of Information requests.  
**(If requests are too vague, they should be sent back by the Clerk rather than sending to department head for resolution. Clerk's staff should retrieve necessary information from various departments.)**
  31. Prepare the budget for the Village Clerk's Office, Animal Control Department, and Codification of Ordinances.
  32. Process all vouchers for the Village Clerk's Office and the Fire Department.
  - (33- Be responsible for commercial parking for all municipal lots.)**
  - (34- Be responsible for filing of all insurance policies.)**
  - (35- Be responsible for payment of all insurance claims. Questions regarding payment should be handled between Clerk, Corporation Counsel and Village Board.)**

APPENDIX B

**Village Licenses and Permits to be Administered  
By the Consolidated Clerk's Office**

1. Bingo
2. Taxi
3. Coin-Operated Machines
4. Peddlers
5. Cabaret
6. Refreshment
7. Railroad Parking
8. Commercial Parking
9. Birth & Death
10. Dog

APPENDIX C

**Administrative Expenses & Charges for Consolidation  
of Village Clerk with Town Clerk**

1. **METHOD OF CALCULATION OF CHARGES**

Charges by the Town of Ossining to the Village of Ossining for work as Village Clerk under this agreement for 1993 will be calculated on the basis of an agreed-upon proportion of the projected costs of the combined Clerks' office and the actual salaries (not including benefits) of the persons assigned to work in that office. Charges for 1994 & 1995 will be based on the budget for salaries and contractual items for these years adopted by the Town Board.

2. **RELEVANT COSTS**

The salaries and contractual items are limited to the following:

A. Salaries	Town Clerk	\$53,650.95
	Deputy Clerk #1	\$28,813.25
	Deputy Clerk #2	\$33,134.95
	Sub-total	\$115,599.15
B. Contractual Items:	Equipment	\$ 6,000.00
	Supplies	\$ 2,200.00
	Printing	\$ 6,200.00
	Mileage	300.00
	Books	75.00
	Contr. Steno	4,000.00
	Education	1,500.00
	Maint/Repair	950.00
	Dues	250.00
	Sub-total	\$21,475.00
C. Total All Relevant Costs		\$137,074.15

3. **CALCULATION OF CHARGES BY TOWN OF OSSINING TO VILLAGE OF OSSINING**

Total Relevant Costs	\$137,074.15
Village's Share*	21.75%
	-----
Charge to Village of Ossining	\$ 29,813. 63

## Calculation of Town's Savings for Consolidation of Village Clerk with Town Clerk

### COST COMPARISON WITHOUT AND WITH CONSOLIDATION

	1993 W/OUT CONSOLID	1993 W/ CONSOLID
<b>Salaries</b>		
Town Clerk	\$46,653.00	\$53,650.95
Deputy Clerk #1	\$25,055.00	\$28,813.25
Deputy Clerk #2	\$28,813.00	\$33,134.95
<b>Sub-total</b>	<b>\$100,521.00</b>	<b>\$115,599.15</b>
<b>Contractual Costs</b>		
Equipment	\$ 6,000.00	\$ 6,000.00
Supplies	\$ 1,500.00	\$ 2,200.00
Printing	\$ 3,500.00	\$ 6,200.00
Mileage	\$ 300.00	\$ 300.00
Books	\$ 75.00	\$ 75.00
Contr. Steno	\$ 1,000.00	\$ 4,000.00
Education	\$ 1,500.00	\$ 1,500.00
Maint/Repair	\$ 950.00	\$ 950.00
Dues	\$ 250.00	\$ 250.00
<b>Sub-total</b>	<b>\$15,075.00</b>	<b>\$21,475.00</b>
<b>Grand Total</b>	<b>\$115,596.00</b>	<b>\$137,074.15</b>
Payment by Village to Town	N/A	\$ 29,813.63
<b>Real Cost</b>	<b>\$115,596.00</b>	<b>\$107,260.52</b>
<b>Town's Savings</b>		<b>\$ 8,335.48</b>

## Calculation of Village's Savings for Consolidation of Village Clerk with Town Clerk

### COST COMPARISON WITHOUT AND WITH CONSOLIDATION

	1993 W/OUT CONSOLID	1993 W/ CONSOLID
<b>Salaries</b>		
Village Clerk-Treasurer (18%)	\$ 7,738.00	\$ 0
Asst to Clerk-Treasurer (38%)	\$11,894.00	\$ 0
Asst to Clerk-Treasurer (100%)	\$27,124.00	\$13,562.00*
Stipend to Asst (100%)	\$ 4,240.00	\$ 0
Sub-total	\$50,996.00	\$13,562.00
 <b>Contractual Costs</b>		
Equipment	\$ 0	\$ 0
Supplies/Telephone	\$ 700.00	\$ 0
Printing/Advertising	\$ 2,700.00	\$ 0
Mileage	\$ 0	\$ 0
Books	\$ 0	\$ 0
Contractual Steno	\$ 3,000.00	\$ 0
Education	\$ 0	\$ 0
Maint/Repair	\$ 0	\$ 0
Dues	\$ 0	\$ 0
Sub-total	\$ 6,400.00	\$ 0
Grand Total	\$57,396.00	\$13,562.00
Payment to Town	\$ 0	\$29,813.63
Real Cost	\$57,396.00	\$43,375.63
Village's Savings		\$14,020.37

\* Asst to Treasurer remains 1/2 to handle duties formerly performed as part of Clerk's role (personnel, etc.)

# RECREATION FUNCTIONS

Town

# Intermunicipal Agreement Regarding Recreation Functions

This agreement made this thirty-first day of December, 1992, by and between the Town of Ossining, hereinafter referred to as the "Town" and the Village of Ossining, hereinafter referred to as the "Village" both being municipal corporations of the State of New York with offices at the Municipal Building, 16 Croton Avenue, Ossining, New York.

## WITNESSETH

WHEREAS, the Town and the Village have provided for a recreation program in their respective budgets, and  
WHEREAS, the Village employs a Superintendent of Parks and Recreation to administer its recreation program in accordance with its budget, and  
WHEREAS, the parties desire that the Ossining Recreation Program be administered by the Superintendent of Parks and Recreation of the Village and incorporate all previous programs administered by the Town and by the Village for the benefit of all Village and Town residents, and  
WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of services, now therefore,  
IN CONSIDERATION of the mutual promises of the parties, it is understood and agreed as follows:

1. DURATION. This Agreement shall be effective from the date of the signing of this agreement to December 31, 1996 and is subject to the approval of the Town Board of the Town of Ossining and the Board of Trustees of the Village of Ossining. This Agreement may not be amended, modified, altered, renewed or otherwise changed without the approval of both the Board of Trustees and the Town Board. If either party to this agreement intends not to renew this agreement upon its expiration, said party must give notice of its intention on or before July 1 of that year. Absent such notice not to renew, the parties agree that the agreement shall continue on an annual basis on the same terms and conditions as the preceding year, subject only to a revision of financial figures.

2. ADMINISTRATION. The Superintendent will administer an Ossining Recreation Program for the benefit of the Town and Village. The Recreation Program will be approved by the Town and Village Boards and administered from the offices of the Superintendent at the Ossining Community Center, 95 Broadway, Ossining, New York. The Superintendent shall at all times and in all matters relating to the administration of the

RECEIVED  
AUG 5 1996  
TOWN CLERK  
VILLAGE CLERK

Ossining Recreation Program cooperate with the Town and Village Boards. All Town recreation employees will become employees of the Village under the supervision and direction of the Superintendent effective January 1, 1993.

3. **TOWN RECREATION PROPERTY.** All property of the Town Recreation Program shall be accounted for by the Superintendent and its location noted on an inventory record. Any property of the Town Recreation Program that has been relocated to the Ossining Community Center shall remain the property of the Town. A copy of this inventory shall be annexed to this Agreement. Town recreation property will be used in connection with the administration of the Ossining Recreation Program and will be used, repaired or replaced pursuant to the administration of the program. Upon termination of the Agreement, Town property will be returned to the Town in repaired or replaced condition.

4. **ADMINISTRATIVE EXPENSES.** The Town shall pay to the Village for the administration of the Ossining Recreation Program the number obtained when the ratio formed by a fraction, the numerator of which is the 1992 Town Recreation budget appropriation and the denominator of which is the 1992 Town and Village budget appropriation, is multiplied by the current year combined Ossining Recreation budget appropriation minus the budgeted recreation program revenues as shown in the following diagram:

$$\begin{array}{rcl}
 \text{Town Payment} & \frac{\text{1992 Town Rec Approp.}}{\text{1992 Town + Village}} & \text{Current Year Combined} \\
 \text{to Village} & = & \text{Rec. Approp. - Rec Program} \\
 & \text{Rec. Appropriation} & \text{Revenues} \\
 & & \text{x}
 \end{array}$$

The parties agree that, for the duration of this Agreement, no rent shall be charged to the Town for use of the Ossining Community center or other space used by the Town Recreation program of offices, storage, or other purposes when such space has been assigned to the Town Recreation department by the Superintendent.

5. **LIABILITY AND INSURANCE.** (a) The Town shall obtain and maintain in full force and effect during the term of this Agreement a policy or policies of public liability insurance covering its operation and maintenance of all Town parks in an amount or amounts to be agreed upon between the Town and the Village. Such policy or policies shall name the Village as an additional insured. In addition, the Town shall defend, indemnify, save and hold the Village harmless from and against any and all liabilities, claims, demands, suits, losses, damages, injuries or other casualties including damage to person or property arising, in whole or in part, out of or from any act by, or negligence of or on the part of, the Town, its agents, servants, employees or contractors in connection with the maintenance or operation of its parks or any equipment or improvements situated or located therein or thereon, including counsel fees and costs and disbursement, if any, and pay any judgment obtained against the Village as a result of any of the above.

(b) The Village shall obtain and maintain in full force and effect during the term of this Agreement a policy or policies of public liability insurance covering all recreation programs, functions, or activities operated or sponsored by the Village including any and

all recreation programs and activities which the Village administers for or on behalf of the Town in such amount or amounts to be agreed upon by the Town and Village, but not less than \$10 million. Such policy or policies of public liability insurance shall name the Town as an additional insured. In addition, the Village shall defend, indemnify, save and hold the Town harmless from and against any and all liabilities, claims, demands, suits, losses, damages, injuries, or other casualties, including damage to person or property, arising, in whole or in part, out of or from any act of the Village, its agents, servants, employees or contractors or employees of the Town under the direction of the Superintendent, in connection with any recreation program, function, or activity operated or sponsored by the Village or administered by the Village for or on behalf of the Town, including counsel fees, costs and disbursements, if any, to the extent of the limits on any policy or policies of public liability insurance maintained by the Village, and pay any judgment obtained against the Town as a result of any of the above, to the extent of its insurance coverage. Any losses above the limits of insurance coverage shall be apportioned by the Town and Village in a ratio that their respective recreation budget bears to the sum of the recreation budgets of both.

In witness thereof, the parties hereto have executed this Agreement as of July, 1996.

Town of Ossining  
By:

Village of Ossining  
By:

William E. Burton  
William E. Burton  
Town Supervisor

John F. Pasquerella  
John F. Pasquerella  
Village Mayor

STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On the 5 day of Aug, 1996, before me personally came WILLIAM E. BURTON, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Supervisor of the Town of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said corporation; That the seal so affixed to said instrument is such corporate seal; That it was so affixed by order of the Town Board of such corporation, and that he signed his name thereto by like order.

Marie A. Fuesy

MARIE A. FUESY  
Notary Public, State of New York  
No. 60-6427425  
Qualified in Westchester County  
Commission Expires September 30, 1996

On the 5 day of Aug, 1996, before me personally came JOHN F. PASQUERELLA, who, being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Mayor of the Village of Ossining, the municipal corporation which executed the foregoing instrument; That he knows the seal of said corporation; That the seal so affixed to said instrument is such corporate seal; That it was so affixed by order of the Board of Trustees of such corporation, and that he signed his name thereto by like order.

Marie A. Fuesy

MARIE A. FUESY  
Notary Public, State of New York  
No. 60-6427425  
Qualified in Westchester County  
Commission Expires September 30, 1996

A P P E N D I C E S  
TO RECREATION INTER-MUNICIPAL AGREEMENT

A. Inventory of Town Recreation Department property located  
in Ossining Community Center

B. Agreement establishing reporting relationship between  
Foreman of Town Parks Department and Superintendent.

C. Budget Impact Statement

1. Town Budget

2. Village Budget

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding between William Finch, Parks Maintenance Supervisor and Laura Saffer, Ossining Recreation Superintendent.

It is agreed that William Finch will maintain and operate the Town Parks: Ryder, Gerlach, Veteran's, Blue Lantern, Litt and Engel.

It is further agreed that William Finch will manage the maintenance crew:

- scheduling assignments
- logging hours
- authorizing overtime
- preparing time sheets

He will also be responsible for:

- \* handling resident complaints and questions on park maintenance
- \* handling 24-hour town park emergencies
- \* town parks answering machine (message & updating)

He will continue to present a monthly report on assignments scheduled and tasks completed to the Supervisor.

Laura Saffer will handle all Parks Recreation Scheduling and Parks Budget. She will present a monthly report to the Supervisor detailing recreation activities. She will present a listing and update of all recreation scheduling in the Parks to Finch, periodically.

Pesticide may be applied in the parks only under direct supervision of the Superintendent.

Any problems relating to Park Maintenance will be discussed between Finch and Saffer. If no equitable agreement can be reached, the issue will be presented to the Supervisor for mediation.

All supplies ordered from the Parks budget will be made after Saffer and Finch have discussed them. Saffer will sign each Purchase Order or Claim Form to verify such discussion took place.

All of the Parks secretarial work will be handled at the Community Center.

William Finch  
William Finch  
Parks Maintenance

Laura Saffer  
Laura Saffer  
Superintendent

12/9/92  
DATE

APPENDIX C  
BUDGET IMPACT STATEMENT

I. 1992 Budget

<u>Account</u>	<u>Village Budget</u>	<u>Town Budget</u>	<u>Total</u>
Playgrounds & Recreation	425,874	0	425,874
Concerts & Movies	1,200	0	1,200
Youth/Norwest	23,344	264,490	287,834
Celebrations	4,000	5,000	9,000
Adult Recreation	10,000	0	10,000
Total Appropriation	<u>464,418</u>	<u>269,490</u>	<u>733,908</u>
Allocation	63.28%	36.72%	100.00%

II. 1993 Village/Town Combined Budget

Playgrounds & Recreation	633,631
Concerts & Movies	4,800
Youth*	24,144
Celebrations	7,200
Adult Recreation	10,000
Total Appropriation	<u>679,775</u>
Minus Program Revenue	139,000
1993 Appropriation - Revenues	540,775

III. 1993 Payment to Village Per Formula

Town Payment =  $\frac{269,490}{733,908} \times 540,775$  or \$198,571.82  
to Village

\* Norwest not included in 1993 but will be included in 1994.

TOWN OF OSSINING  
FIXED ASSETS INVENTORY

DEPARTMENT: 7110 PARKS & RECREATION  
LOCATION: MAIN OFFICE STORAGE ROOM

QUAN	DESCRIPTION	MODEL #	SERIAL #	COST	YEAR	TAG #	COND	DISP
1.	DESK SINGLE PEDESTAL METAL			108.00	73	76	FAIR	
1.	CHAIR LOW BACK EXEC SWIVEL			113.00	73	77	FAIR	
1.	CHAIR SECRETARY POSTURE			113.00	73	78	POOR	
1.	FILE CABINET 4 DRAW STANDARD			94.00	73	79	GOOD	
1.	CABINET METAL SUPPLY 7 SHELVES			94.00	73	80	GOOD	
1.	COUNTER CABINET 2 DOOR METAL			67.00	73	82	GOOD	
2.	TABLE 6 FOOT FOLDING			75.00	73	86, 87	FAIR	
2.	DESK STUDENT TYPING			70.00	73	84, 85	FAIR	
1.	TABLE 5 FOOT WOODEN RECTANGULAR			39.00	73	89	FAIR	
11.00	FURNITURE TOTAL			773.00				
1.	KONICA COPIER	2903	9966128	3723.00	87	81	GOOD	
2.	SPEAKERS - REALISTIC	1100	127160	200.00	88		GOOD	
1.	STENCIL - GESTETNER		79811362	1018.00	73	83	FAIR	
1.	VIDEO CASSETTE CAMERA	151		799.00	90		NEW	
5.00	EQUIPMENT TOTAL			5,740.00				
16.00	PAGE TOTAL			6,513.00				



TOWN OF OSSINING  
FIXED ASSETS INVENTORY

DEPARTMENT: 7110 PARKS & RECREATION  
LOCATION: MAIN OFFICE

QUAN	DESCRIPTION	MODEL #	SERIAL #	COST	YEAR	TAG #	COND	DISP
1.	DESK SECRETARY W/ RETURN			526.00	73	16,32	GOOD	
1.	FILE CABINET 3 DRAW STANDARD			75.00	73	18	GOOD	
1.	FILE CABINET 4 DRAW LEGAL			100.00	73	19	GOOD	
1.	COUCH - 3 SEAT VINYL			195.00	73	24	FAIR	
2.	FILE CABINET - 3 DRAW STANDARD			132.00	73	34,35	GOOD	
1.	CHAIR SECRETARY POSTURE			113.00	73	37	GOOD	
1.	CHAIR SECRETARY POSTURE FABRIC			150.00	88	36	GOOD	
1.	DESK COMPUTER METAL W/ WHEELS			50.00	89	38	GOOD	
1.	CHAIR - LOW BACK EXEC SWIVEL			167.00	89	15	GOOD	
1.	FILE CAB. 2-Drawer Std. -			200.00	88	20	NEW	
11.00	FURNITURE TOTAL			1,508.00				
1.	AIR CONDITIONER GE			195.00	73	17	FAIR	
1.	TYPEWRITER IBM	WM6	DM316000	6145711	87	31	GOOD	
1.	PROJECTOR - KODAK CAROUSEL	4400	119998	270.00	88	41	GOOD	
1.	MODERN PRACTICAL PERIPHERALS		23942	500.00	89	44	GOOD	
1.	TV SONY 19" COLOR		8205959	330.00	89	21	GOOD	
1.	VCR TOSHIBA		8111513276	250.00	89	22	GOOD	
1.	PRINTER - HP11P		2936J3664	1049.00	89	25	GOOD	
1.	COMPUTER NEC POWERMATE	286	A915052596	1795.00	89	27	GOOD	
1.	CRT - 10"	HYANDAI	MHA909213761	450.00	89	27	GOOD	
1.	KEYBOARD FOR NEC		S410008173	.00	89	29	GOOD	
10.00	EQUIPMENT TOTAL			5,560.00				
21.00	PAGE TOTAL			7,068.00				

DEPARTMENT: 7110 PARKS & RECREATION  
 LOCATION: SUPERINTENDANT'S OFFICE

TOWN OF OSSINING  
 FIXED ASSETS INVENTORY

QUAN	DESCRIPTION	MODEL #	SERIAL #	COST	YEAR	TAG #	COND	DISP
1.	DESK DOUBLE PEDESTAL METAL			144.00	73	2	GOOD	
<del>1.</del>	FILE CABINET 3 DRAW STANDARD			76.00	73	3	GOOD	
<del>1.</del>	CHAIR EXEC W/ ARM			113.00	73	6	GOOD	
<del>2.</del>	CHAIRS EXEC. W/ ARM METAL			175.00	87	4,5	GOOD	
<del>4.</del>	COMPUTER CABINET 4 SHELF WOODEN			190.00	88	14	GOOD	
6.00	FURNITURE TOTAL			698.00				
1.	AIR CONDITIONER		08TL001265	195.00	73	8	FAIR	
<del>1.</del>	CALCULATOR ADLER		786711713	99.00	87	1	GOOD	
<del>1.</del>	COMPUTER IBM	PS2/30	72-1162275	445.00	88	9	GOOD	
<del>1.</del>	KEYBOARD		1360363	.00	88	12	GOOD	
<del>1.</del>	CRT - 12		23-F9696	431.00	88	10	GOOD	
<del>1.</del>	5 1/4 FLOPPY DRIVE - PROCOM		20101	266.00	88	11	GOOD	
<del>1.</del>	PRINTER - IBM PROPRINTER		110065139	661.00	88	13	GOOD	
<del>1.</del>	PHONE ANSWERING SYSTEM		229118	90.00	89	7	GOOD	
8.00	EQUIPMENT TOTAL			2,187.00				
14.00	PAGE TOTAL			2,885.00				

TOWN OF OSSINING  
FIXED ASSETS INVENTORY

DEPARTMENT: 7110 PARKS & RECREATION  
LOCATION: MAIN OFFICE - LUNCH ROOM

QUAN	DESCRIPTION	MODEL #	SERIAL #	COST	YEAR	TAG #	COND	DISP
1.	TABLE 5 FOOT RECTANGULAR METAL			78.00	73	71	FAIR	
1.	FILE CABINET 5 DRAW FMT FLAT			120.00	73	74	FAIR	
1.	DESK STUDENT TYPING			70.00	73	75	FAIR	
4.	CHAIR - LOUNGE VINYL W/ ARM			100.00	73	64-67	FAIR	
2.	CHAIR STRAIGHT WOOD W/ ARM			50.00	73	68-69	FAIR	
1.	REFR							
1.	AIR CONDITIONER GE	45	20A28166	78.00	73	63	GOOD	
1.	COFFEE MAKER BUNN POR.O.MATIC		LM300919	195.00	73	70	FAIR	
1.	MICROWAVE OVEN - SHARP		66505	49.00	88	72	FAIR	
				98.00	88	62	GOOD	

13.00 PAGE TOTAL

848.00

*Challenge Engineer Damms*

# VETERAN'S PARK

# **Intermunicipal Agreement Regarding Veteran's Park**

THIS AGREEMENT, dated May 11, 1998 by and between the Village of Ossining, New York, hereinafter referred to the "Village", and the Town of Ossining, New York, hereinafter referred to as the "Town."

## **WITNESSETH**

WHEREAS, the Board of Trustees of the Village and the Town Board of the Town have heretofore entered into a certain Agreement dated June, 1981, which said Agreement was further extended by Agreement dated January 1, 1982 regarding the operation, use and maintenance of Veteran's Park; and

WHEREAS, the Village and Town are desirous of further extending the aforesaid Agreement for an additional period:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth and contained herein, the parties mutually agree as follows:

1. **DURATION:** This Agreement shall be effective from the date of the signing of this agreement to December 31, 1998, and is subject to the approval of the Town Board of the Town of Ossining and the Board of Trustees of the Village of Ossining. This agreement shall be renewed annually on a calendar year basis unless either party to this agreement gives the other written notice of its intention not to renew for the following year on or before July 1st of any year in which this agreement is due to expire. Absent such notice not to renew, the parties agree that agreement shall continue on an annual basis on the same terms and conditions as the preceding year, subject only to a revision of financial figures.

2. **OPERATION OF THE PARK:** During the term of the Agreement, the Town shall conduct and operate such recreational facilities at Veteran's Park as the Town in its sole discretion deems appropriate and necessary to provide recreational services to all Village and Town residents, and shall assume the exclusive control of and the responsibility for operating the Park and its existing recreational facilities. The Village shall retain exclusive use, operation, maintenance of the prefabricated building, repair of six parking spaces located adjacent to said garage.

3. **MAINTENANCE AND REPAIRS:** During the term of this Agreement the Town, at its sole cost and expense, shall maintain the Park grounds and all the equipment, structures, and improvements located therein, excepting the prefabricated building and six parking spaces adjacent thereto reserved to the Village, and make such repairs to the same as may be necessary to maintain them in their present condition, reasonable wear and tear and natural deterioration from the elements excepted.

4. **CAPITAL IMPROVEMENTS:** It is agreed that both parties must approve all Capital Improvements and that such capital expenditures shall be shared between the Town and the

Village, with the Village paying 70% of such expenses and the Town paying 30%.

5. **VILLAGE USE OF PARK:** In the event that the Village desires to use the Park for any of its facilities for an event or program sponsored by it, individually or in conjunction with another organization, the Town shall grant permission for such use, provided that such event or program does not conflict with any event, program or use previously scheduled by the Town.

6. **UTILITIES:** the Town shall be responsible for the payment of any and all utility bills for electricity used in the park, except for utility bills for use of the garage reserved to the Village.

7. **DESIGNATION AS VILLAGE/TOWN PARK:** Veteran's Park shall be designated as a Village Town Park and the Town shall place a sign at the entrance of the park indicating the park is owned by the Village of Ossining and operated by the Town of Ossining.

8. **SNOW REMOVAL:** The Village shall be responsible for the removal of snow and ice from the roadways and parking areas in the park.

9. **GARBAGE REMOVAL:** The Village shall be responsible for the removal of all garbage and refuse generated by the use, maintenance, and operation of the park, which shall be collected and removed by the Village in accordance with its collection schedule. The Town shall cause such garbage and refuse to be stored in suitable receptacles and to be placed for collection in such places as the Superintendent shall from time to time direct.

10. **RULES, REGULATIONS, LAWS, AND ORDINANCES AND ENFORCEMENT THEREOF:** All existing rules, regulations, laws, and ordinances of the Village of Ossining affecting the use and enjoyment of the park now in effect or hereafter duly adopted by the Village of Ossining shall be enforced by the Village of Ossining Police Department which shall patrol the park. The Village further agrees to adopt such amendments or additional rules, regulations or local laws affecting the use and enjoyment of the Veterans Park as the Town Board shall from time to time recommend. The Village shall be responsible for the closing and securing of the park each night.

11. **INSURANCE:** The Town shall, at its own cost and expense, obtain and maintain in full force and effect during the term of this Agreement and any extension or renewal thereof one or more policies public liability insurance for personal injuries and damage to property resulting from or arising out of its obligations and responsibilities under this Agreement in such amounts as the Village and Town shall from time to time agree, and shall name the Village as an additional insured on such policies of insurance. In addition, the Town shall defend, indemnify and save harmless the Village of Ossining, its trustees, agents, servants and employees from and against any and all claims, demands, costs, agents, servants and employees from and against any and all claims, demands, costs, expenses, including reasonable attorney's fees and pay any and all judgments obtained against the Village resulting from or arising out of the Town's obligations and responsibilities under this Agreement.

The Village shall, at its own cost and expense, obtain and maintain in full force and effect during

the term of this Agreement and any extension or renewal thereof, one or more policies of public liability insurance for personal injuries and damage to property resulting from or arising out of the obligations and responsibilities of the Village under this agreement: in such amounts as the Village and Town shall from time to time agree, and shall name the Town as an additional insured on such policies of insurance. In addition, the Village shall defend, indemnify and save harmless the Town of Ossining, its councilmen, agents, servants and employees from and against any and all claims, demands, costs and expenses, including reasonable attorneys fees, and pay any judgments obtained against the Town resulting from or arising out of the Village's obligations and responsibilities under this Agreement.

12. TERMINATION BY VILLAGE: If, at any time during the term of this Agreement, the Village of Ossining determines that the Village shall undertake the maintenance and operation of the Park, the Village, at its option, may terminate this Agreement by giving the Town of Ossining (within a reasonable time) written notice of its intention to operate and maintain the park and terminate this Agreement. In the event that the Village terminates this agreement as aforesaid, the Village shall assume and continue all of the current recreational programs sponsored by the Town until such programs are completed and shall purchase from the Town of Ossining all equipment, structures, and improvement purchased and installed by the Town at the park at a price equal to the actual cost of such equipment, structures and improvements, less normal depreciation.

13. FURTHER ASSURANCES: The Village and Town agree to sue their best efforts to facilitate the intent of this Agreement in any areas not specifically mentioned herein and to execute any documents for the other necessary to effectuate the terms of this Agreement.

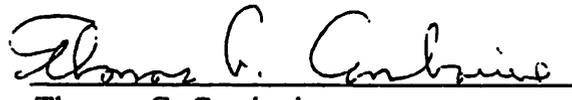
14. CHANGES: This Agreement may not be amended, modified altered, or otherwise changed without the approval of both the Board of Trustees and the Town Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April , 1998.

Town of Ossining  
By:

  
John Chervokas  
Town Supervisor

Village of Ossining  
By:

  
Thomas G. Cambariere  
Village Mayor

On the 11th day of May, 1998, before me personally come John Chervokas, who being by me duly sworn did depose and say: That he resides at Ossining, New York; That he is the Supervisor of the Town of Ossining, the municipal corporation which executed the foregoing instrument. That he knows the seal of said corporation; That the seal so affixed to said instrument is such.

  
MARIE V. GAGLIARDI  
Notary Public, State of New York  
No. 4745646  
Qualified in Westchester County  
Commission Expires August 31, 1999

# MUNICIPAL DUMPSTERS

**VILLAGE OF OSSINING  
MUNICIPAL DUMPSTER PROGRAM**

**RENEWAL NOTICE AND AGREEMENT FOR 2006**

**PERIOD COVERED:** January 1, 2006 through December 31, 2006

**PRICE ADJUSTMENT:** The annual fee for 2006 dumpster service will be \$1,080 per dumpster and will be billed quarterly at a rate of \$270 per dumpster. Quarterly payments will continue to be due within 30 days prior to the upcoming quarterly service period.

**TERMS AND CONDITIONS:** Terms and conditions of the original Agreement shall remain unchanged except as noted or expanded upon below.

1. The Party of the Second Part is responsible for maintaining a current Certificate of Insurance on file with this office if the Village provides pick-up service on private property. Said Certificate *must* include the Village of Ossining as Additional Insured and Certificate Holder. The Village of Ossining will not service dumpsters or pick up other refuse on private property unless a current and properly completed Certificate of Insurance is on file with the Village of Ossining DPW Office.
2. Dumpster areas must be clear of excess or obstructing debris and clear passage must be available to roll dumpsters to the truck for pick-up. In no case will Sanitation personnel lift a dumpster or remove excess, obstructing debris in order to service a dumpster. During winter months, dumpster areas and passages must be kept clear of plowed or accumulated snow and must be salted and/or sanded as necessary to allow for safe passage.
3. All dumpsters must be maintained in safe working order. This includes, but is not limited to, insuring that dumpsters have four operable wheels for safe rolling and two secured handles for safe chain hook-up during the dumping process. Dumpsters and surrounding areas must also be kept clear of other safety hazards, i.e. insect nests, rodents, vermin, etc.
4. The Village will not service a dumpster or pick up other refuse if any existing condition presents a safety hazard to our employees.
5. Dumpsters must be screened or enclosed in such a manner as to not be visible from the street. If the PARTY OF THE SECOND PART places their dumpster(s) to a point visible from the street for pick-up, the PARTY OF THE SECOND PART must return said dumpster(s) to a point not visible from the street after pick-up in accordance with the requirement of Chapter 225 of Local Law.
6. Use of dumpsters must be in full compliance with all laws regarding source separation and storage of refuse and recycling materials. The Village of Ossining will not pick up any dumpster or refuse which is not properly source separated and stored for pick-up as defined in Local Law and/or the Westchester County Source Separation Law.

**CONTRACT RENEWAL AND ACCEPTANCE:** We will automatically renew your contract for 2006 unless you decline renewal by notifying David Stone, Village of Ossining Public Works Department, at 941-4660 BEFORE February 1, 2006. You may, of course, cancel your contract anytime thereafter; however, you will be responsible, on a pro-rated basis, for any services provided from February 1, 2006 to your cancellation date.

**GO - TV**

Agreement Between the Village of Ossining,  
the Town of Ossining,  
and Greater Ossining Television, Inc.  
regarding the Establishment and Operation  
of a Cable Television Studio  
and the Operation of Public Channels.

*Final*

The Town of Ossining and the Village of Ossining (herein after "the municipalities") have agreed to cooperate in establishing and maintaining a public access cable television studio and in establishing a public access capability, utilizing education and government channels to carry out the responsibilities assigned to them in their franchise agreements with Media-One (formerly Continental Cablevision of New York). In a separate agreement, the municipalities have agreed with the Ossining Union Free School District ("the district") to locate a studio facility in the Ossining High School on South Highland Avenue, Ossining.

The municipalities do hereby contract with Greater Ossining Television, Inc. (hereinafter "GO-TV"), a not-for-profit corporation chartered by the State of New York, to establish, operate and maintain a cable television production facility and studio capable of cablecasting programming on channels provided to the municipalities by Media-One.

The services of GO-TV and the use of the studio is solely for the residents of the Village of Ossining, the unincorporated area of the Town of Ossining, and students of the Ossining Union Free School District. And also, those who work in Ossining or belong to a not-for-profit organization in Ossining.

The intermunicipal agreement made between the municipalities and the district shall be deemed part of this agreement. Any conflict between the provisions of this agreement and the intermunicipal agreement shall be resolved by applying the provisions of the intermunicipal agreement.

The following are agreed to by the municipalities and GO-TV:

1. The term of this agreement shall be from the signing of this agreement to March 1, 1999. This agreement shall self-renew for a period of 2 years unless either party gives, at least 60 days before this agreement expires, written notice of its intention not to renew or its desire to re-negotiate this agreement.

2. The municipalities, a majority of both municipal boards in concurrence, or GO-TV may for cause stipulated herein give 90 days notice to terminate this agreement. Either party may request a public hearing to which all parties shall be invited, on such action to be held within 30 days of such notice. Cause for termination of this agreement are limited to the following:

a. Non-compliance with this agreement, the agreement between the municipalities and the school district, or failure to operate the studio or provide the public access.

b. Failure to provide required financial reports to either municipality or the school district.

c. Misappropriation of funds or equipment of the municipalities.

d. Violation of any law or ordinance of the municipalities, violation of the Franchise Agreement, violation of Federal or State laws or rules and regulations regarding broadcasting or public access., or violation of FCC rules regarding propriety of the content of all programming, as defined by the courts.

e. Failure to keep in force insurance as specified in appendix A of the intermunicipal agreement. The municipalities and the school district shall be listed as named insures on the insurance policy and shall be provided with current certificates of insurance.

f. Violation of the State and Federal laws governing not for profit corporation.

3. The municipalities and the school district agree that within 5 days of the signing of this agreement that they shall turn over to GO-TV all cablecasting and related equipment they are contributing or loaning to the studio, including but not limited to equipment formerly located at the Ann M. Dorner middle school, WOSS radio station at the high school, and equipment purchased by the municipalities with \$100,000 provided by Media-One as stipulated in the franchise agreement between Media-One and the municipalities. GO-TV agrees that it shall maintain an inventory list of this equipment and any other equipment purchased, loaned, or donated to GO-TV and shall provide to the municipalities and the school district a copy of this inventory list upon demand. All equipment provided by the municipalities and the school district is and shall remain the property of the municipalities and the district, respectively.

4. The municipalities agree that they will annually turn over to GO-TV a sum equal to the operating allotment received from Media-One, an amount stipulated in the franchise agreement between the municipalities and Media-One. For the year 1996 this amount is \$3,000 and for the year 1997 this amount is \$36,000. These monies shall be turned over to GO-TV upon the signing of this agreement.

5. GO-TV shall maintain its financial records using standard accounting procedures. The municipalities shall have the right to inspect GO-TV's books at any time but must give at least 48 hours prior written notice before doing so. GO-TV shall provide to the municipalities and the district an annual report by January 31 of each year. Such report shall include:

a. An accounting of all funds the preceding fiscal year.

b. A budget of the corporation adopted by the board of directors for the current fiscal year.

c. A report of the studio manager on the operations of the corporations and a summary of all activities, and an outline of plans for the current year.

6. GO-TV shall be solely responsible for programming produced by and for individuals for public access. the municipalities agree not to limit in any way the operations of GO-TV except as provided herein. Content of programming is the sole responsibility of GO-TV, under guidelines of the FCC, the First Amendment of the Constitution of the United States, and this agreement.

7. GO-TV shall cablecast all meetings of the boards of the municipalities and the district upon request. No less than two such cablecasts shall occur within 30 days of any meeting. GO-TV agrees that it shall make available such time on the government channel for programming as the municipalities and the district shall produce. GO-TV shall not be required to produce such programming.

8. GO-TV shall take no editorial or interpretive position on any action of the municipalities or the district, nor on any political candidate. No candidate for public office or school board shall be permitted to submit programming after the deadline for filing of designating petitions for that office unless GO-TV offers equal time to all candidates for that office.

9. GO-TV may seek charitable underwriting or programming to offset its costs of production and operation to reinvest for the sole purpose of the corporation.



Thomas G. Cambariere  
Mayor, Village of Ossining



William E. Burton  
Supervisor, Town of Ossining



Francis Dashman, Chairman,  
Greater Ossining Television, Inc.

# Cable TV IMA

THIS AGREEMENT, made this <sup>20<sup>th</sup></sup> day of October, 1997 by and among the Town of Ossining, Village of Ossining, Ossining Union Free School District No. 1, and GO-TV.

## WITNESSETH

WHEREAS, Town of Ossining and the Village of Ossining have heretofore entered into a Franchise Agreement with Continental Cablevision, now known as Media One, for cable television service in the Ossining area; and

WHEREAS, pursuant to the aforesaid Franchise Agreement the Town and Village have undertaken to provide community access programming in the franchise area consisting of Public Access, Educational and Governmental Programming; and

WHEREAS, the Union Free School District No. 1 desires to provide certain educational programming and instruction over the community access system and participate with the Town and Village; and

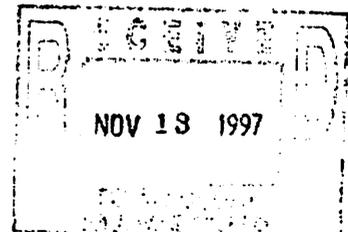
WHEREAS, the Union Free School District No. 1 is willing to provide space in the Ossining High School for a studio for producing programming for cablecasting on the public access channels provided to the Town and Village pursuant to the aforesaid Franchise Agreement; and

WHEREAS, GO-TV is a Not-For-Profit Corporation organized under the laws of the State of New York for the purpose of providing community access programming; and

WHEREAS, the Town and Village have designated GO-TV to provide community access programming in compliance with its obligations under the Franchise Agreement;

Now Therefore, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. The Town and Village will, at their sole cost and expense, spend up to a total of \$100,000 for the purchase of equipment and the design, construction and installation of a television studio capable of producing programming for cablecasting in a classroom at the Ossining High School to be selected and provided by the district. The design and list of equipment will be agreed upon by the parties prior to installation. Once the television studio is operable, it shall be the responsibility of GO-TV to maintain the equipment in good condition. All equipment purchased by the town and village installed in the studio shall remain the property of the town and village.



2. An inventory of television studio equipment and related equipment at the AMD Middle School shall be made. Based upon such inventory, a determination shall be made as to what equipment can be used by the studio. An appraisal of said equipment shall be made by the consultant of GO-TV and agreed upon by the district. Such list and appraisal shall be sent to the Clerk of the district. At such time as the studio should be discontinued, all such equipment shall be returned to the district or the appraised value at the time of termination thereof paid to the district. In determining the value of such equipment, depreciation shall be applied in accordance with generally accepted accounting principles.

3. GO-TV shall assume the cost of carpeting of the entire studio, including materials and installation.

4. GO-TV shall install telephone equipment at the studio at its sole cost and expense and assume the obligation to pay the monthly service costs associated therewith.

5. The television programming and broadcasting studio shall be managed by GO-TV or its successor. The GO-TV shall after consultation with the town, village, and district select a studio manager who shall be responsible for the operation of the studio during non-school hours. The Studio Manager or other designated representative shall be present at the studio at all times during which it is open during time allocated to the town and village. The District Superintendent of Buildings and Grounds shall be informed of the identity of the Studio Manager and any successor Studio Manager. GO-TV shall be responsible for all costs associated with the employment of the Studio Manager, including, but limited to salary wages, withholding taxes, benefits and insurance.

6. GO-TV shall assume the responsibility for assuring that all persons using the studio during non-school hours shall adhere to all district policies pertaining to building use, including enforcement of the district's NO SMOKING policy, both inside school buildings and on school grounds, and inform all those in attendance at the studio of such policies. GO-TV shall also control access to the studio so as to limit those persons authorized or allowed to use the studio and shall ensure that public order is maintained at all times when the studio is in use.

7. The town, village and GO-TV understand that the use of school building and grounds during non-school hours shall be limited to the occupancy of the studio and appropriate access to the studio. There shall be no additional use of the High School facility, with the exception of the rest rooms in the immediate vicinity of the studio. Persons occupying any other areas of the school building shall be considered as TRESPASSERS AND SHALL BE SUBJECT TO ARREST.

8. The town, village, and GO-TV shall assure the district that all visitors and staff utilizing the studio shall park only in designated areas under no circumstances shall fire lanes be blocked or used for parking.

9. The town, village, and GO-TV shall assure the district that the studio has been completed in accordance with plans and specification approved by the district, that there shall be no alteration, modification or changes to the structure or studio without the prior written approval of the Superintendent of Schools.

10. The district shall, at its sole cost and expense construct and prepare studio space in Room 204 of the Ossining High School in accordance with the plans and specifications agreed upon by the parties. In consideration of the television studio equipment provided by the town and village, the district will provide this space at no cost to the town, village or GO-TV.

11. The district shall provide at its sole cost and expense, electricity, heat, water, trash removal and custodial care for the studio.

12. The district shall make the studio available during the normal school year to GO-TV during the hours from 4:00 P.M. to 10:30 P.M. Monday through Friday (all users and staff shall be out of the building by 10:30 P.M.) and on Saturday from 9:00 A.M. to 4:00 P.M. (all users and staff must be out of the building by 4:00 P.M.). The District shall make available and provide custodial service during school recess periods, including summer recess, for GO-TV's use except that the hours of use during recess periods shall be 3:00 P.M. - 9:00 P.M. Monday through Friday, and 9:00 A.M. to 3:00 P.M. on Saturdays. There shall be no use of the studio by GO-TV on Sundays. The use of the studio shall be available to the district at all other times. The district shall designate a staff member, the "studio instructor" who shall manage the studio at all times when the district shall have the use and operation thereof.

13. During the time studio is allocated to the district, the use thereof is intended for district instructional purposes, the broadcasting school district function and the dissemination of public information, as determined by the Superintendent of School or his or her designee, and the broadcasting of Board of Education Meetings or other functions, as determined by the Board of Education. The studio and broadcast time on the channel allocated for educational programming shall not be available for town, village or GO-TV use during such time as the studio and broadcast time is allocated to the district. GO-TV or a person delegated by it may come to the studio during school hours for the purpose of correcting transmission problems or activating broadcast equipment provided there is no disruption of school activities.

14. The GO-TV shall develop appropriate procedures for studio users to follow in order to obtain access during use of the studio, which procedures shall be approved by the town, village, and the district.

15. All programming produced by the district shall be broadcast to all residents of the district within the area covered by Franchise Agreement. All programming produced by the town and village shall be broadcast on broadcast channels. All programming produced by members of the town and the village for broadcast shall be broadcast as determined by scheduling prepared by GO-TV. All programming schedules shall be submitted to GO-TV at least 7 days in advance.

16. The town and village shall be responsible for all programming produced under its aegis for broadcast on the government channels. The district shall be responsible for all programming produced under its aegis for broadcast on educational channels. GO-TV shall be responsible for all programming produced by it for broadcast on public access channels. All programming shall be identified as to source and shall contain appropriate disclaimers. GO-TV shall cooperate with the town, village, and district in connection with the scheduling of broadcast time.

17. It is the intention of the parties to develop a joint use and sharing of the studio and all programming that will encourage the participation of students after school hours and, when appropriate, the participation of community access persons and staff participating in the production of school district programming. Such cooperation and use shall be within the discretion of the Studio Instructor and GO-TV.

18. Each party shall be responsible for and shall assume the cost of all of its supplies. Separate supply cabinets shall be used by each party and access to such supply cabinets shall be solely under the control of GO-TV and the Studio Instructor.

19. The district shall defend, indemnify and hold the town, village, and GO-TV harmless from and against any and all liability, loss, damages, claims, or causes of action, including but not limited to reasonable attorneys' fees arising out of bodily injury and/or property damage, or arising from or out of the content of any programs produced by the district, or programming decisions made by the district, to the extent permissible by law. ✓  
in connection with its operation of the studio.

20. The town and the village shall defend, indemnify and hold the district harmless from and against any and all liability, loss, damages, claims or causes of action, including but not limited to reasonable attorneys' fees arising out of bodily injury and/or property damage or arising from or out of the content of any programs produced by the town or the village, or programming decisions made by the town or the village to the extent permissible by law in connection with its operation of the studio.

21. GO-TV shall defend, indemnify and hold the town, village, and the district harmless from and against any and all liability, loss, damages, claims, or clauses of action, including but not limited to reasonable attorneys' fees arising out of bodily injury and/or property damage, arising from out of the content of any programs broadcast by GO-TV over the public access channels, provided such programs were not produced by the town/village or the district, or programming decisions made by the districts, to the extent permissible by law, in connection with its operation of the studio. ✓

22. GO-TV shall provide the town, village, and district with appropriate insurance coverage, as set forth in Appendix "A" annexed hereto and made part hereof.

23. The district shall provide, after school hours the classroom next door to the studio. GO-TV will, at its own cost and expense, install a draw curtain in the back corner to serve as a back drop and a set of special fluorescent lights independent from existing lights. GO-TV will, as required, at its own cost and expense, replace the rug or floor

covering in the classroom. There will be no disruption during normal school hours as a result of the above.

24. No alterations, changes, or modification shall be made to this Agreement except in writing and signed by all parties as represented by their respective elected or designated officials.

25. The term of this agreement shall be from July 1, 1997 to June 30, 2007.

26. This Agreement may be terminated by any party upon twelve months written notice to the other parties. In the event that this Agreement is terminated or otherwise expires, the equipment provided by the town/village and any equipment subsequently purchased by the town/village and any equipment purchased by the town/village from the district shall be the property of the town/village and returned. If this Agreement is terminated by the district, the cost of removal of the equipment by the town/village shall be an expense of the district, which may be put out to public bid. If the town/village terminate this Agreement the cost of removal of said equipment shall be an expense of the party terminating same and said party shall restore the studio space provided by the district to its previous condition. The town/village may, at its sole option, offer to sell to the district said equipment at its fair value upon the termination or expiration of this Agreement.

27. This Agreement shall not be effective until approved and signed by all parties.

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

TOWN OF OSSINING

BY: Walter R. Banta

SUPERVISOR

VILLAGE OF OSSINING

BY: Thomas J. Culaneri

MAYOR

OSSINING UNION FREE SCHOOL

DISTRICT NO. 1

BY: Chris Heath

PRESIDENT, BOARD OF EDUCATION

GO-TV

BY: Thomas J. Pacheco

PRESIDENT

Chairman

## APPENDIX "A"

I. Notwithstanding any terms, conditions, or provisions in any other writing between the parties, GO-TV hereby agrees to effectuate the naming of the town/village and district as an unrestricted additional insured in the GO-TV insurance policies, with the exception of commercial property insurance.

II. The policy naming the district as an additional insured shall:

- (a) be an insurance policy from an A.M. Best rated "secured", New York State admitted insurer;
- (b) provide for 30 days notice of cancellation;
- (c) state that the organization's coverage shall be primary coverage for the district, its board, employees and volunteers.

III. The village/town agrees to indemnify the district for any applicable deductibles.

IV. Required Insurance:

- (a) Commercial General Liability Insurance (CGL) - \$1,000,000 per occurrence/\$2,000,000 aggregate. \$1,000,000 personal and advertising injury liability to be included.
- (b) Statutory Workers Compensations Insurance;
- (c) Commercial Property Insurance - including all risk coverage for damage to property owned by the village/town that is used in this project.
- (d) Media Professional Insurance - \$2,000,000 per occurrence and in the aggregate.

V. The village/town acknowledges that failure to obtain CGL insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The village/town is to provide the district with a certificate of insurance, evidence that the above requirements have been met prior to the commencement of work or use of facilities.

Dated:

Village/Town: Wm E. Burt, Supervisor, Alameda, California  
(Name and Title)

District: \_\_\_\_\_  
(Name and Title)

GO-TV 11-96-67



# OSSINING UNION FREE SCHOOL DISTRICT

190 Croton Avenue • Ossining, New York 10562-4599

Tel: (914) 941-7700 • Fax: (914) 941-7291

[www.ossiningufsd.org](http://www.ossiningufsd.org)

LINDA CARPENTER

*Executive Director of Finance and Operations*

January 18, 2008

Mayor William Hanauer  
Village of Ossining  
16 Croton Avenue  
Ossining, NY 10562

Dear Mayor Hanauer:

Enclosed please find the Extension Agreement between the Ossining Union Free School District and GO-TV, extending the use of the OHS Room for GO-TV from January 1, 2008 to March 31, 2008. Please sign it and return it to me. I will circulate it for the remaining signatures.

Thank you.

Sincerely,

Linda Carpenter  
Executive Director of Finance and Operations

*original to  
Linda  
copy  
to  
mayor*

**EXTENSION OF GO-TV IMA**

This Extension Agreement, effective as of December 11, 2007, shall extend the provisions of the Cable TV IMA (attached as Exhibit A), made October 28, 1997 between the Town of Ossining, Village of Ossining, Ossining Union Free School District No. 1, and Greater Ossining Television, Inc.

The term of this extension shall be from January 1, 2008 to March 31, 2008.

**TOWN OF OSSINING:**

BY:

John V. Chervonas  
Supervisor

1/15/08  
date of signature

**VILLAGE OF OSSINING**

BY:

Glade G. Capor  
Mayor Village of Ossining

2/20/08  
date of signature

**OSSINING UNION FREE SCHOOL DISTRICT NO. 1**

BY:

Allen Jacobs  
President, Board of Education

1/9/08  
date of signature

**GREATER OSSINING TELEVISION, INC.**

BY:

Joel Greenbaum  
Chairperson

01/04/08  
date of signature

