

**INTERMUNICIPAL AGREEMENT
FOR WATER SUPPLY AND WATER SERVICES**

THIS AGREEMENT, is made and entered into as of the ___ day of January 2024, by and among the VILLAGE OF CORNWALL-ON-HUDSON, a municipal corporation of the State of New York with offices located at Village Hall, 325 Hudson Street, Cornwall-on-Hudson, New York 12518 (hereinafter the "VILLAGE"), the TOWN OF CORNWALL, a municipal corporation of the State of New York, with offices located at Town Hall, 183 Main Street, Cornwall, New York 12518 (hereinafter the "TOWN"), and the CORNWALL WATER DISTRICT, with offices located at Town Hall, 183 Main Street, Cornwall, New York 12518:

W I T N E S S E T H:

WHEREAS, the VILLAGE owns and maintains water supply infrastructure, including, but not limited to, reservoirs, wells, water treatment plants, a connection to the New York City Aqueduct system, mains, lines, connections, pipes, meters and related infrastructure, which it uses to provide water service to the village's residents; and

WHEREAS, the VILLAGE's water infrastructure includes wells, pipes, mains, lines, meters and related infrastructure located in, under and along the roads and other areas of the TOWN; and

WHEREAS, the TOWN has established the Cornwall Water District in a certain portion of the TOWN to provide water services to the residents within the district; and

WHEREAS, the VILLAGE has been supplying the Cornwall Water District, as the same has been extended over the years, and its residents within the district, with water services, including necessary maintenance and replacement of water infrastructure, since approximately 1895; and

WHEREAS, the VILLAGE meters its water supply and receives payment for water services from town residents within the TOWN water district, at rates set by the Village Board of Trustees from time to time; and

WHEREAS, the VILLAGE desires to continue to provide water services to the Cornwall Water District and residents within the district, as it has for over one hundred twenty-five (125) years; and

WHEREAS, the TOWN desires to continue to receive water for its Cornwall Water District and its residents within the Cornwall Water District from the VILLAGE; and

WHEREAS, the parties wish to memorialize their ongoing practice of providing and receiving water service;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of forty (40) years from the above-listed date.
2. The VILLAGE shall continue to provide potable water supply to the Cornwall Water District in full compliance with local, state and federal regulations concerning such services, and shall continue to maintain municipally owned water infrastructure within the Cornwall Water District for provision of water service to town residents within the district.
3. The TOWN agrees that the TOWN shall continue to use the VILLAGE to provide water to the Cornwall Water District and shall continue to use the VILLAGE to maintain water infrastructure within the town for provision of water service to town residents within the Cornwall Water District.
4. The TOWN agrees that the TOWN shall not sell, trade, exchange or otherwise transfer any water received from the VILLAGE pursuant to this agreement to any other party, without the VILLAGE's prior written consent.
5. The VILLAGE shall continue to be paid for its water services to the Cornwall Water District and residents within the Cornwall Water District, by installing meters for water users within the Cornwall Water District, and shall charge said users at water rates set by the Village Board of Trustees from time to time.
6. The VILLAGE and the TOWN agree to fully cooperate with one another to facilitate the provision of water service to the Cornwall Water District and to residents within the Cornwall Water District, and to support the other in efforts to seek grants, financing, subsidies and/or other means of funding for the continued maintenance and improvement of the water service.
7. This Agreement shall be binding on the parties, their successors and assigns. This Agreement may not be assigned.
8. This Agreement may only be amended or modified by a writing signed by the parties hereto.

9. This Agreement may be signed in counterparts, with a copy containing all counterpart signatures constituting the single original document.

IN WITNESS WHEREOF, this Agreement has been executed by the TOWN and the VILLAGE as of the month, day, and year listed above.

TOWN OF CORNWALL

VILLAGE OF CORNWALL-ON-HUDSON

By: _____

By: _____

Name: JOSHUA WOJEHOWSKI
Title: Supervisor

Name: JAMES A. GAGLIANO
Title: Mayor

CORNWALL WATER DISTRICT

By: _____

Name: JOSHUA WOJEHOWSKI
Title: Supervisor