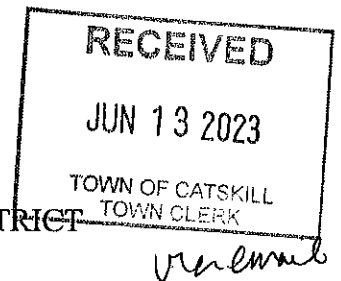


A PETITION FOR THE EXPANSION OF THE  
LEEDS AND JEFFERSON HEIGHTS SEWER AND WATER DISTRICT  
TO THE TOWN BOARD OF THE TOWN OF CATSKILL,  
COUNTY OF GREENE, NEW YORK.



The undersigned, being owner of taxable real property situate in the proposed water and sewer district expansion area hereinafter described as the “Town of Leeds and Jefferson Heights Water and Sewer District Expansion Area” and proposed to be established in the Town of Catskill, New York (the “Town”), aggregating at least one-half of the assessed valuation of all the taxable real property of said proposed district, as shown upon the latest completed assessment roll of said town, and including resident owners in said proposed district owning taxable real property aggregating at least one-half of the assessed valuation of all the taxable real property of said proposed district owned by resident owners, according to the latest completed assessment roll, do hereby petition the Board as follows:

1. The Petitioner Catskill Golf Resort, LLC (“Petitioner”) owns and operates a Golf Resort on a +/- 137-acre parcel of land identified on the Green County Tax Map by SBL # 138.00-15-24 (the “Property”). The Property is bisected by Brooks Lane and is partially located in the Leeds/ Jefferson Heights Sewer and Water District. In March 2023, the Town of Catskill Planning Board granted subdivision approval to create four 1/8-acre lots from the Property. Two of the lots, identified as Lot 1 and Lot 2 on the subdivision map, are located on the east side of Brooks Lane, outside of the Leeds/ Jefferson Heights Sewer District. The Planning Board’s subdivision approval was conditioned upon the Petitioner obtaining approval for the expansion of the Leeds/ Jefferson Heights Sewer and Water District to serve the newly created lots on the east Side of Brooks Lane. The two 1/8-acre lots located on the east side of Brooks Lane are herein referred to as the “Expansion Area”.

2. Petitioner proposes, pursuant to Town Law Article 12, that the Town Board extend the existing water and sewer district known as the “Leeds and Jefferson Heights Water and Sewer Districts” to include the territory and with the boundaries described above. Said territory is located wholly within the Town and is outside of any city or incorporated village.

3. An Engineer’s Report prepared by Kaaterskill Associates, P.C., dated May 15, 2023 and Utility Plan showing the boundaries of the proposed Expansion Area, as well as all the course of the existing sewer main and water main in Brooks Lane, together with the location and a general description of all other public works, if any, within such proposed Expansion Area, together with the tax parcel number of the land included in the Expansion Area (a quarter-acre portion of Green County Tax Map by SBL # 138.00-15-24) are attached as “A” and hereinafter referred to as the “District Expansion Report”.

4. This Petition and District Expansion Report set forth the general plan for the expansion of the existing water and sewer district. The existing water and sewer distribution system that serves existing development on Brooks Lane is described in the District Expansion Report. The terms and conditions of the Leeds and Jefferson Heights Sewer and Water District Expansion are described and governed by Intermunicipal Agreements between the Town of Catskill and the Village of Catskill, dated July 9, 2014. Copies of these agreements are attached hereto as Exhibit “B” and Exhibit “C”. Use of the Town of Catskill’s existing water and sewer facilities is also governed by the Town of Catskill Sewer Use Law and Water Law on file at the Town Clerk’s Office.

5. There are no property rights that need to be acquired to connect the Expansion Area to the existing water and sewer mains located in Brooks Lane. Pursuant to an easement the Petitioner conveyed to the Town in 2015 to construct certain sewer improvements on the

Property, the Town has agreed to provide two 6-inch lateral connections on Brooks Lane at locations designated by Petitioner. A copy of the aforementioned easement is attached hereto as Exhibit "D".

6. The map and general plan referred to were prepared by Kaaterskill Associates, P.C., with offices in Cairo, New York, a competent engineer duly licensed by the State of New York.

7. The proposed water and sewer district expansion is desirable and required as a condition of the Town of Catskill Planning Board subdivision approval creating the two 1/8-acre lots or territory that makes up the Expansion Area. It is noted that no sewer or water main extensions are required to serve the Expansion Area which is adjacent to the existing lines.

8. The description of the proposed sewer and water connection design and improvements is included in the District Expansion Report. In sum, there will be a 4-inch schedule 40 PVC effluent pipe installed, which will connect to the existing sewer stub outside of the proposed units as shown on the design plans. The new lateral will flow into the existing sewer stub with a minimum slope of 2.0%. A clean-out will be installed outside of each unit and no bends will exceed 45 degrees. The sewer pipes will conform with ASTM D-3034. All connections will have rubber gaskets conforming to ASTM D-3212. All of the sewer system components will be installed and tested in accordance with the Town of Catskill Sewer Law and the Intermunicipal Agreement between the Town and Village of Catskill. For the water connection, a 1.25 inch water tab will be installed off the existing 6" water main and will cross Brooks Lane. The water line will then be split into two 3/4" water services to supply each unit. The water lines are shown on the design plans. Each water service will include a water shutoff

valve. The water and sewer lines will have a minimum horizontal separation of 10 feet and a minimum vertical separation of 1.5 feet at crossing with the water going under the sewer line.

9. The Petitioner will own and maintain the lines or service laterals in the Expansion Area and will be responsible for their operation, maintenance, repair, supervision and replacement.

10. The Village of Catskill will directly bill the Petitioner in accordance with a sewer rate for district users set forth in the Intermunicipal Agreements attached hereto as Exhibit "B" and Exhibit "C".

11. All costs associated with the expansion of the Leeds and Jefferson Heights Sewer and Water Districts and the construction of the proposed sewer connection shall be paid by the Petitioner.

12. The Town will not incur any cost from the expansion of the sewer and water district and the construction of the proposed connections.

13. The Expansion Area will include one two-unit townhouse building with one three bedroom unit and one four bedroom unit. The flow design for the sewer and water is seven (7) bedrooms at 110 GPD per Bedroom (770 GPD) ("Flow Allocation"). Any flow above the Flow Allocation will be subject to any and all restrictions under the Intermunicipal Agreements attached as Exhibit "B" and Exhibit "C" and any applicable local law or ordinance including the Town of Catskill Sewer Use Law, and Village of Catskill Sewer Ordinance, and Town of Catskill Water Law.

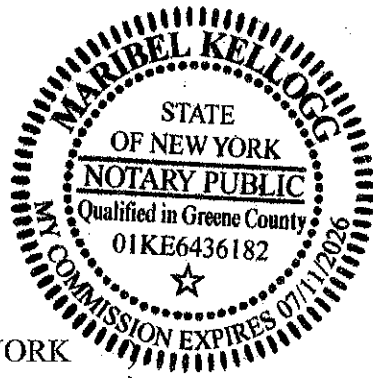
14. For this Petition, the Flow Allocation and Water Service will be limited to the quarter-acre territory included in the Expansion Area. A Utility Map depicting the proposed Expansion Area is attached as part of the District Expansion Report (Exhibit "A").

15. The Village of Catskill shall charge the Petitioner directly as a district user in accordance with Article III of the Intermunicipal Agreements attached as Exhibit "B" and Exhibit "C".

16. The taxable value of the Property, as such value appears upon the latest completed assessment roll of the Town (2023 Tentative Tax Roll) is: SBL # 138.00-15-24 Six-Hundred Forty-Three Thousand Two-Hundred Dollars (\$643,200). However, the Expansion Area consists of a quarter-acre portion of the Property. The Expansion Area parcels will be assigned new tax parcel identification numbers and separate valuations following district expansion and filing of the approved subdivision map. There are no resident owners of property within the proposed Expansion Area. The Petitioner is the owner of 100% the real property situate in the proposed sewer and water district expansion as shown on the latest completed assessment roll of the Town.

WHEREFORE, Petitioner respectfully request that the Town Board of the Town establish the sewer and water district expansion hereinabove proposed and described and that a public hearing thereon be held according to law.

Dated: June 10, 2023



CATSKILL GOLF RESORT, LLC

By: *David Vipler*  
David Vipler, Managing Member

STATE OF NEW YORK )  
COUNTY OF Greene )

SS:

On the \_\_\_ day of June in the year 2023 before me, the undersigned, a notary public in and for said State, personally appeared David Vipler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Maribel Kellogg*  
Notary Public

Sworn to before me this 10<sup>th</sup>  
day of June, 2023

# **EXHIBIT A**

# **EXHIBIT B**





May 15, 2023

Re: Catskill Golf Resort – District Expansion

Tax ID 138.00-15-24

27 Brooks Lane

Catskill, NY 12414

KA Project 247523.01

## **ENGINEER'S REPORT**

### Introduction

The applicant is proposing to construct 4 townhouses which will include two, two unit buildings. The new two unit building on the west side of Brooks Lane is located in the sewer and water districts. The sewer and water districts will need to be expanded for the new two unit building proposed on the east side of Brooks Lane. The new buildings are proposed on lots that will be subdivided from Tax Lot 138.00-15-24 located in the Town of Catskill. This report is for the new building proposed on the east side of Brooks Lane which will be added to the Districts.

The building will have two units which will include one three bedroom and one four bedroom unit. The design flow for the sewer and water is 7 bedrooms @ 110 GPD per Bedroom (770 GPD).

### Existing Conditions

The existing property consists of approximately 137.4 acres containing the Catskill Golf Resort and Bistro 27 restaurant. There is an existing 6 inch water main that runs down the west side of Brooks Lane to a hydrant and valve located south of the club house and restaurant. There is an 8 inch gravity sewer line that runs down the east side of Brooks Lane to a pump station located north of the club house and restaurant. During the installation of the sewer line a stub was installed in the location of the proposed building.

### Proposed Improvements

Each building will have a 4 inch schedule 40 PVC effluent pipe, which will combine and connect to the existing sewer stub outside of the units as shown on the design plans. The sewer lines will gravity flow into the existing sewer stub with a minimum slope of 2.0%. Cleanouts will be installed outside of each unit and no bends will exceed 45 degrees. The sewer pipes will conform with ASTM D-3034. All connections will have rubber gaskets conforming to ASTM D-3212. All of the sewer system components will be installed and tested in accordance with the Town of Catskill Sewer Law and the Intermunicipal Agreement between the Town and Village of Catskill.

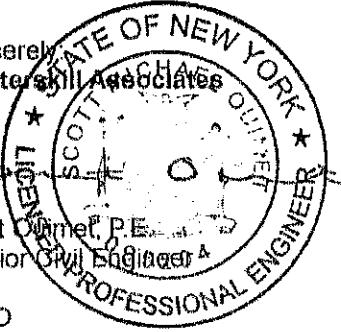
A 1.25 inch water tab will be installed off of the existing 6" water main and will cross Brooks Lane. The water line will then be split into two ¾" water services to supply each unit. The water lines are shown on the design plans. Each water service will include a water shutoff valve. The water lines will be CTS potable water supply pipe. The water lines will have a minimum depth of 5 feet over the top of the water service. The water line and sewer lines will have a minimum horizontal separation of 10 feet and a minimum vertical separation of 1.5 feet at crossings with the water going under the sewer line.

Sincerely,  
Kaatskill Associates

Scot Ormer, P.E.  
Senior Civil Engineer

SMO

cc: Client  
File



**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

This Intermunicipal Cooperation Agreement dated July 9, 2014 (the "Agreement") between the **VILLAGE OF CATSKILL**, a Municipal Corporation, established under the laws of the State of New York, located in the County of Greene and State of New York, with the principal place of business at 422 Main Street, Catskill, New York, hereinafter referred to as the "Village", and the **TOWN OF CATSKILL**, a Municipal Corporation, established under the laws of the State of New York, with a principal place of business at 439 Main Street, Catskill, New York, County of Greene, State of New York, hereinafter referred to as the "Town" collectively "the Parties;" and,

**WHEREAS**, this Agreement is being entered into by the Town and the Village pursuant to Article 5-G of the General Municipal Law and this Agreement constitutes an Intermunicipal cooperation agreement whereby the Town has formed or shall form Sewer Districts to provide sewer service to various properties within the Town as defined in sewer district formation map(s), plan(s) and report(s); and,

**WHEREAS**, the TOWN is to construct a new sanitary sewer system along Route 23B and connecting roads, streets and properties in the Town, a map of depicting the area initially to be served attached hereto as Exhibit A, and made part hereof; and,

**WHEREAS**, the TOWN wishes to discharge up to 330,000 gallons of wastewater per day calculated in the same manner as the permitted flow calculation embodied in the VILLAGE State Pollutant Discharge Elimination System (SPDES) permit to the wastewater collection system of the VILLAGE for subsequent treatment at the Village Wastewater Treatment Plant (hereinafter the "WWTP"), which is acceptable to the VILLAGE subject to the covenants, provisions and agreement hereinafter set forth; and,

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

**WHEREAS**, the Village has excess capacity within its wastewater conveyance and treatment system and provided proper conveyance infrastructure and appurtenances exist within the Town, a portion of the excess capacity can be assigned to the Town; and,

**WHEREAS**, the purpose of this Agreement is for the Town to convey wastewater to the Village and the Village to treat said wastewater; and,

**WHEREAS**, the Parties have determined that the provision of sewer collection and treatment services is in the best interest of promoting the continued economic development and public health;

**NOW, THEREFORE, IT IS**

**AGREED**, that in consideration for the promises and mutual covenants and agreements herein set forth, and for the sum of One Dollar and 00/100 (\$1.00) lawful money of the United States, to each hand paid by the other, receipt of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

**ARTICLE I**

**CONSTRUCTION AND FINANCING OF SEWER SYSTEM IMPROVEMENTS**

1. The Town agrees to pay for the cost of all sewer improvements located within the Town and those sewer improvements located within the Village that are expressly necessary to service the Town. As part of the development of the Leeds and Jefferson Heights Sewer District improvements, the Town shall, at its own expense, update and expand the Village's Allen Street Pump Station to accommodate the projected volume of wastewater from the Town Sewer District including new pumps and a comminutor. In addition, to mitigate the introduction of additional wastewater into the Village collection system, the Town will contribute up to \$200,000 towards a sewer separation project within the Village collection system.

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

2. The Village agrees to pay for the costs of all sewer improvements located within the Village, except those sewer improvements located within the Village that are expressly necessary to service the Town.

3. The costs of infrastructure improvements may be financed by bonds or notes ("Obligations") issued by the Town and Village, respectively. The Obligations shall be sole obligations of the respective municipality.

**ARTICLE II**

**SEWER DISTRICTS**

1. The Town will comply with Article 12 of the Town Law in the formation of sewer districts within the Town. Copies of map(s), plan(s) and report(s) will be provided to the Village after they are formally adopted by the Town Board. The report(s) will provide a district sewer demand projection.

2. The Village shall treat up to 330,000 gallons per day of sewage calculated in the same manner as the permitted flow calculation embodied in the VILLAGE State Pollutant Discharge Elimination System (SPDES) permit generated and paid for by the Town to support the sewer districts within the geographic boundary of the Town depicted on the map entitled "Town of Catskill Leeds and Jefferson Heights Sewer District" which represents the town sewer districts as of the date of this Agreement, a copy thereof incorporated in Exhibit A hereto.

3. Prior to the commencement of new service connections in the Sewer District, the Town shall adopt a Sewer Use Law which shall include appropriate requirements for sewer connections, including but not limited to, plumbing requirements, grease traps, sump pumps, and acceptable methods for the decommissioning of septic tanks and leach fields, as a minimum, to meet New York State Department of Environmental Conservation requirements.

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

4. Ownership of Improvements – The Village will own any and all the infrastructure improvements located within the Village boundary. Any and all the infrastructure improvements located within the Town will be owned by the Town with the exception of any privately funded, owned and operated infrastructure which shall remain privately owned, funded and operated unless dedicated to and accepted by the respective municipality.

5. Operation and Maintenance – The Village shall be responsible for operation and maintenance of any and all infrastructure located within the Village. The Town shall be responsible for operation and maintenance of existing and improvement infrastructure owned by the Town located outside the Village. The Town may elect to contract with the Village or another qualified entity to provide operation and maintenance of the Town’s infrastructure.

**ARTICLE III**

**WATER METER READING AND BILLING OF SEWER CHARGES**

1. The Village agrees that the users in the Town Sewer District shall be liable only for costs associated with the provision of sewer service including capital costs as outlined herein, operation and maintenance costs, and administrative costs.

2. Properties with Water Service Meter Reading – Water meters shall be installed at each user site in accordance with Town and Village standards, and at the user’s expense. The Village will perform the water meter readings quarterly for the purpose of billing. The Village will provide the Town with a summary listing showing each user and the corresponding number of units, readings, and charges.

3. Properties Without Water Service – Properties connected to the Town sewer system that are not also connected to the water system shall be assigned the average number of units assigned to other similar land uses within the Sewer District. For example, a single family

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

home without water service will be charged the average number of units of the other single family homes in the Sewer District.

4. Billing – Billing for sewer charges will be calculated by the Village. The Village, as a service provider to the Sewer District, will bill each user within such Sewer District on a quarterly basis. Such bills will be due and payable during the months of January, April, July and October.

5. Sewer Service Rate – It is agreed that District Sewer users shall be charged a User Rate developed specifically for the Town Sewer District which shall not at any time exceed 1.2 times the rate for In Village Users. Based on current Village Rates, the Town Sewer Service Rates at the execution of this Agreement would be:

Units Per Quarter*	In Village Rate**	Town District Rate**
Up to 10	\$3.32/Unit	\$3.98/Unit
11 – 20	\$4.08/Unit	\$4.90/Unit
21-40	\$4.53/Unit	\$5.44/Unit
41+	\$4.81/Unit	\$5.77/Unit

\*1 Unit = 750 Gallons or 100 Cubic Feet  
\*\* Minimum Quarterly Charge = 10 Units

The Village may adjust Village Rates and Town District Rates concurrently to respond to changes in the cost of operations and maintenance of the Village sewer system as circumstances dictate. Except as provided in Article IV Paragraph 2 of this Agreement, Town Sewer District Sewer Service Rates shall not be modified except in concert with a commensurate modification of Village Sewer Rates.

6. Separate from the Sewer Service Rates established herein, the Town shall establish and levy benefit assessments to support operation and maintenance of the infrastructure

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

within the District(s) and debt service resulting from capital improvement projects conducted by the Town.

7. Effective Date – The Town Sewer Service Rate shall become effective for all users within the Town Sewer District when users connect to the sewer system with the exception of connections within the Town Sewer District that exist as of the date of execution of this Agreement. The users that are already connected as of the date of execution of this Agreement shall continue to pay the Outside Village Rate which is twice the In Village Rate until the Certification of Completed Works for the Town Sewer District is issued by the Town's designated Professional Engineering consultant. Upon Certification of Completed Works, the Town Sewer Service Rate incorporated in this Agreement shall be effective upon all connected users within the Town Sewer District.

8. The Town shall assist the Village in the collection of delinquent sewer usage fees by assessing such unpaid fees on the real property taxes on the property served by such sewer system. The procedure for such collection shall be as follows:

- a. On or about November 1 of each year, the representative of the Village designated by the Village Board of Trustees to conduct billing of sewer fees shall compile a list of property owners within the Sewer District with delinquent accounts.
- b. The total amount due from each such property owner shall be calculated and an additional charge of up to five percent (5%) for penalty and interest may be assessed by and for the benefit of the Village.
- c. The Village representative shall then transmit as soon as practical by not later than November 10<sup>th</sup> the list of delinquent property owners and



**INTERMUNICIPAL COOPERATION AGREEMENT  
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FOR SEWER SERVICE**

amounts due to the representative of the Town designated by the Town Board to receive such information.

- d. The delinquent fees shall be incorporated into the Town's tax bill for each such property with this information furnished by the Town to the County.
- e. Thereafter, the delinquent sewer use fees shall appear on the Town and County tax bills which are rendered in January of the following year.
- f. The taxing jurisdiction that receives payment for such delinquent charges shall remit such payment from the Town to the Village which shall result in satisfaction of the sewer usage fees.

**ARTICLE IV**

**OPERATIONAL CONTROL**

1. The Village, its employees or representatives shall, with proper notice to the Town, be permitted to inspect all components of the sewer infrastructure of the Districts. In the event of an emergency or in order to insure the continued service of the systems to the other users, the Village shall notify the Town and work in cooperation with the Town so that either or both parties can take all reasonable steps and performing any other related activities for such purposes. The Village shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable.

2. Future changes in the Village's Sewer infrastructure required solely to provide sewer service to the Town will be paid for by the Town. The Village shall notice the Town prior to undertaking any capital improvements necessary to service the Town. Written notice shall include engineering and financial information adequate for the Town to review to ensure the

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

necessity and cost of the improvements. The Village shall not expect payment for any capital improvements required to service the Town without prior written agreement from the Town.

**ARTICLE V**

**PROVISION OF SEWER SERVICES**

1. The Village shall accept and treat wastewater generated in the Town's Sewer District(s) for as long as the Town sewer district(s) remain in existence.

2. The Village warrants that it has the capacity to provide sewer services to the Town Sewer District(s) and that it is legally empowered to accept sewage from the Town Sewer Districts provided approval is granted from regulatory agencies.

3. The Village shall provide adequate maintenance of the plant and other Village facilities so as to extend the life and obtain the greatest benefit from existing infrastructure. The Village will budget for adequate maintenance and the Town agrees to share an equitable portion of these expenses through the sewer rates.

4. The Town shall adopt and enforce a Sewer Use Law generally in conformance with applicable standards including guidance published by the New York State Department of Environmental Conservation.

5. Property owners within the Sewer District shall be notified in writing by the Town at such time as the sewer system is available for connection. It is anticipated that such notifications shall occur on several occasions as the construction of the sewer system is phased. Upon notification, property owners shall be granted a period of time to connect to the sewer system as outlined in the Town's Sewer Use Law and the provisions contained in the Town's Sewer Use Law shall be in effect upon notice.

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

6. The Town shall provide lists of connected property owners to the Village including dates of connection for billing purposes.

7. The Town and Village shall on a yearly basis conduct an assessment of the Wastewater System to include, but not limited to, future capacity planning.

8. At such time as the Town's demands reach 80% of the capacity allocated in this agreement, the Town and Village shall engage in the preparation of a plan for future growth which shall incorporate a planning level technical evaluation of the collection and treatment systems in both communities as well as the identification of the potential for future growth in each community and likely funding resources. The costs for the preparation of the plan, if any, shall be borne equally between the Parties and the document shall include a schedule of activities with roles and responsibilities between the Parties defined. This activity may be carried out in conjunction with planning for the water systems.

9. In the event that the WWTP or other infrastructure serving both the Town and the Village requires capital improvements in addition to normal maintenance of equipment, the Village will notify the Town of the need for such improvements and provide engineering and other information to allow the Town to confirm that the work is reasonable and necessary, and that the costs and benefits are equitably distributed between the Village and the Town Sewer District.

**ARTICLE VI**

**EXCHANGE DATA**

All technical data relating to the sewer systems owned by the Village and the Town within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense.

INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE

ARTICLE VII

ADDITIONAL ASSURANCES

The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

ARTICLE VIII

MERGER CLAUSE AND MODIFICATIONS

This Agreement, with its Exhibits, contains the entire agreement between the Village and the Town and any agreements hereafter made between the Village and the Town shall be ineffective to change this Agreement, unless such agreement is signed by the authorized representative of the Village and the Town.

ARTICLE IX

COMPLIANCE WITH LAWS

1. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No "action", as the same is referred to in Article 9 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

2. The Parties shall comply with all Federal, State, and local statues, rules regulations, orders and ordinances applicable to the performance of this Agreement.

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

**ARTICLE X**

**TERM OF AGREEMENT**

In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be forty (40) years. The Village and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments or changes to this Agreement must be acceptable to both parties.

**ARTICLE XI**

**ARBITRATION**

Any controversy, claim, or cause of action arising out of or relating to this contract, or the claim of a breach of this Agreement, shall be submitted to, and decided by arbitration, which arbitration shall be conducted in the Village of Catskill and be administered by the American Arbitration Association in accordance with its then current commercial arbitration rules (or in accordance with such other procedures, if any, as the Parties to this Agreement may mutually agree upon in writing); and the decision in such arbitration shall be final, non-appealable and binding on the Parties to this Agreement. All costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) paid or incurred by the prevailing party in such arbitration shall be paid by the other party to the arbitration.

**ARTICLE XII**

**SEVERABILITY.**

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE**

**ARTICLE XIII**

**NOTICES**

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing.

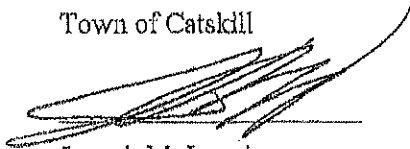
The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Supervisor  
Town of Catskill  
439 Main Street  
Catskill, NY 12414

President  
Village of Catskill  
422 Main Street  
Catskill, NY 12414

INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR SEWER SERVICE

Town of Catskill

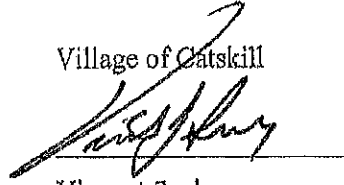


Joseph M. Leggio

Town of Catskill Supervisor

Date: 7/9/14

Village of Catskill



Vincent Seeley

President Village of Catskill

Date: 7/9/2014

# **EXHIBIT C**



**INTERMUNICIPAL COOPERATION AGREEMENT  
TOWN AND VILLAGE OF CATSKILL  
FOR WATER SERVICE**

This Intermunicipal Cooperation Agreement dated July 9, 2014 (the "Agreement") between the **VILLAGE OF CATSKILL**, a Municipal Corporation, established under the laws of the State of New York, located in the County of Greene and State of New York, with the principal place of business at 422 Main Street, Catskill, New York, hereinafter referred to as the "Village", and the **TOWN OF CATSKILL**, a Municipal Corporation, established under the laws of the State of New York, with a principal place of business at 439 Main Street, Catskill New York, County of Greene, State of New York, hereinafter referred to as the "Town" collectively "the Parties," and

**WHEREAS**, this Agreement is being entered into by the Town and the Village pursuant to Article 5-G of the General Municipal Law and this Agreement constitutes an intermunicipal cooperation agreement whereby the Town has formed or shall form Water Districts or service areas, as the case may be, to provide water service to various properties within the Town as defined in water district/service area formation map(s), plan(s) and report(s), and

**WHEREAS**, the Village has excess capacity within its water system, and provided proper conveyance infrastructure and appurtenances exist within the Town, a portion of the excess capacity can be assigned to the users in the Town District, and

**WHEREAS**, the purpose of this Agreement is for the Village to sell potable water to the users in the Town District, and

**WHEREAS**, the users in the Town District wish to purchase up to a maximum of 330,000 gallons per day as calculated on an average day basis of potable water from the Village subject to the covenants, provisions and agreements set forth herein, and

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**WHEREAS**, the users in the Town District wish to take delivery of potable water from the Village-owned transmission main at various points in the hamlet of Leeds and Jefferson Heights, and

**WHEREAS**, the Parties have determined that the provision of water is in the best interest of promoting the continued economic development and public health,

**NOW, THEREFORE, IT IS**

**AGREED**, that in consideration for the promises and mutual covenants and agreements herein set forth, and for the sum of One Dollar and 00/100 (\$1.00) lawful money of the United States, to each hand paid by the other, receipt of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

**ARTICLE I**

**CONSTRUCTION AND FINANCING OF WATER SYSTEM IMPROVEMENTS**

1. Water infrastructure in the Town in existence at the date of execution of this agreement is either owned by the Village or private property owners. The Town owns no water infrastructure as of the date of execution of this agreement. Therefore, the Town is under no obligation to construct or fund any improvements to the existing water infrastructure.

2. After the date of execution of this agreement, the Town may elect to conduct water improvement projects. Such activities shall be carried out as provided in the Laws and Code of Rules and Regulations of New York State, including but not limited to applicable

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sections of Environmental Conservation Law (State Environmental Quality Review Act, Water Taking, Water Supply, etc.), Town Law (Special Improvement Districts, etc.) and Public Health Law (Public Water System, etc.).

3. The Village agrees to pay for the costs of all water improvements relating to source water supply, treatment, storage and transmission as well as all distribution infrastructure located within the Village, except those water improvements that are expressly necessary to service the users in the Town District.

4. The costs of infrastructure improvements may be financed by bonds or notes ("Obligations") issued by the Town and Village, respectively. The Obligations shall be sole obligations of the respective municipality.

**ARTICLE II**

**WATER DISTRICTS**

1. The Town will comply with Article 12 of the Town Law in the formation of water districts within the Town. Copies of map(s), plan(s) and report(s) will be provided to the Village after they are formally adopted by the Town Board. The report(s) will provide a district water demand projection.

2. The Town agrees to provide copies of documentation required by Article 15 of the Environmental Conservation Law (water supply permit) and US Army Corps of Engineers Joint Permit applications to the Village. The Village shall provide up to 330,000 gallons per day calculated on an average daily basis of water for purchase by the users in the Town District to support the water districts within the geographic boundary of the Town depicted on the map

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entitled "Town of Catskill Leeds and Jefferson Heights Water District" which represents the town water districts and/or service area as of the date of this Agreement, a copy thereof incorporated in Exhibit A hereto. The Town's Water Supply Permit shall list the Village as the "source" of water for its districts and with each application for water supply permit, the Village shall provide written documentation that it has the capacity to provide the necessary potable water to the Town up to 330,000 gallons per day calculated on an average daily basis.

3. Town Building Codes shall include appropriate requirements for water service hook-ups, including but not limited to, the installation of back flow preventers, and as a minimum, meet Village and New York State Department of Health requirements.

4. Ownership of Improvements -- The Village will own any and all the infrastructure improvements located within the Village boundary as well as the raw water transmission line located within the Town as well as certain distribution lines within the Town. Other distribution lines located within the Town are privately owned. At the execution of this agreement, the Town does not own any water infrastructure.

5. Operation and Maintenance -- The Village shall be responsible for operation and maintenance of any and all infrastructure located within the Village and the raw water transmission line located within the Town as well as certain distribution lines owned by the Village within the Town. Private distribution lines are privately operated and maintained. The Town does not operate or maintain any distribution lines. The Village shall have access to the raw water transmission line for maintenance and repair purposes without seeking approval or obtaining any special permits from the Town.

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**ARTICLE III**

**METER READING AND BILLING OF WATER CHARGES**

1. The Village agrees that the users in the Town Water District shall be liable only for costs associated with the provision of water service including capital costs as outlined herein, operation and maintenance costs, and administrative costs.

2. Meter Reading – Water meters shall be installed at each user site in accordance with Town and Village standards, and at the user’s expense. The Village will perform all of the water meter readings. The Village will transmit a summary listing showing each user and the corresponding number of units, readings, and charges to the Town of Catskill.

3. Billing – The Village, as a service provider to the users in the Town Water District, will bill each user within such Water District on a quarterly basis. Such bills will be due and payable during the months of January, April, July and October.

4. Water Service Rate – It is agreed that District Water users shall be charged the Outside Village User Rate which shall not at any time exceed twice the rate for Inside Village Users. However, such rate may be less than twice the rate paid by Village users as the Village may determine. The Water Service Rates at the execution of this Agreement shall be as follows:

Units Per Quarter*	Village Rate**	Town District Rate**
Up to 10	\$3.30/Unit	\$6.66/Unit
11 – 20	\$3.93/Unit	\$7.87/Unit
21-40	\$4.23/Unit	\$8.47/Unit
41+	\$4.38/Unit	\$8.77/Unit

\*1 Unit = 750 Gallons or 100 Cubic Feet

\*\* Minimum Quarterly Charge = 10 Units

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The Village may adjust Village Rates and Town District Rates concurrently to respond to changes in the cost of operations and maintenance of the Village water system as circumstances dictate. Except as provided in Article IV Paragraph 2 of this Agreement, Town Water District Water Service Rates shall not be modified except in concert with a commensurate modification of Village Water Rates.

5. The rate and billing procedure outlined herein will take effect for all Town users during the quarterly billing period in which this Agreement is fully executed. To the extent the Town develops Town-owned distribution infrastructure in the Water District(s), the Town may establish additional fees related to operation and maintenance of the infrastructure within the District(s).

6. The Town shall assist the Village in the collection of delinquent water usage fees by assessing such unpaid fees on the real property taxes on the property served by such water system. The procedure for such collection shall be as follows:

- a. On or about November 1 of each year, the representative of the Village designated by the Village Board of Trustees to conduct billing of water fees shall compile a list of property owners within the Water District with delinquent accounts.
- b. The total amount due from each such property owner shall be calculated and an additional charge of up to five percent (5%) for penalty and interest shall be assessed by and for benefit of the Village.
- c. The Village representative shall then transmit as soon as practical by not later than November 10<sup>th</sup> the list of delinquent property owners and amounts due to the

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representative of the Town designated by the Town Board to receive such information.

- d. The delinquent fees shall be incorporated into the Town's tax bill for each such property with this information furnished by the Town to the County.
- e. Thereafter, the delinquent sewer use fees shall appear on the Town and County tax bills which are rendered in January of the following year.
- f. The taxing jurisdiction that receives payment for such delinquent charges shall remit such payment from the Town to the Village which shall result in satisfaction of the water usage fees.

ARTICLE IV

OPERATIONAL CONTROL

1. The Village, its employees or representatives shall, at any time, be able to inspect all components of the water infrastructure within the Districts and in the event of an emergency or in order to insure the continued service of the systems to the other users, the Village may take all reasonable steps including operating all valves, regulating water levels, controlling flows, flushing water mains, and performing any other related activities for such purposes. The Village shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable.

2. Future changes in the Village's Water infrastructure required solely to provide water service to the Town will be paid for by the users in the Town District(s). The Village shall notice the Town prior to undertaking any capital improvements necessary to service the Town

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Districts. Written notice shall include engineering and financial information adequate for the Town to review to ensure the necessity and cost of the improvements. The Village shall not expect payment for any capital improvements required to service the users in the Town District(s) without prior written agreement from the Town. Any additional sampling, tests or monitoring of water quality due to additional point(s) of entry in the Town Water District(s) shall be reimbursed to the Village, if such testing is performed by the Village.

**ARTICLE V**

**PROVISION OF WATER SERVICES**

1. The Village shall furnish water of potable quality to the users in the Town District through distribution within the water districts for as long as the Town water districts remain in existence.
2. The Village warrants that it has the capacity to provide water services to the Town Water District(s) and that it is legally empowered to provide water to the Town Water Districts provided approval is granted from regulatory agencies.
3. The Village shall provide adequate maintenance of the water plant, storage and transmission system so as to extend the life and obtain the greatest benefit from existing infrastructure. The Village will budget for adequate maintenance and the Town agrees to share an equitable portion of these expenses through the water rates.
4. The Town shall adopt and enforce Water Rules and Regulations in conformance with applicable standards; such rules shall incorporate Village of Catskill Water Rules and Regulations as applicable to ensure safe and adequate service in the Town.



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5. Notwithstanding anything to the contrary in this Agreement, the Village reserves the right to reduce the volume of water available to the users in the Town District because of conditions of droughts, acts of God, emergency, or regulations promulgated by the State of New York. Such reduction of service shall be consistent with other users similarly situated. The Village shall notice the Town and users in the Town District in advance of any anticipated reduction in the total amount of water available to the Town.

6. The Town and Village shall on a yearly basis conduct an assessment of the Water System to include, but not limited to, future capacity planning

7. At such time as the Town's demands reach 80% of the capacity allocated in this agreement, the Town and Village shall engage in the preparation of a plan for future growth which shall incorporate a planning level technical evaluation of the water resources, treatment, storage and distribution systems in both communities as applicable as well as the identification of the potential for future growth in each community and likely funding resources. The costs for the preparation of the plan, if any, shall be borne equally between the Parties and the document shall include a schedule of activities with roles and responsibilities between the Parties defined. This activity may be carried out in conjunction with planning for the water systems.

8. In the event that the water plant, storage or transmission infrastructure require capital improvements in addition to normal maintenance of equipment, the Village will notify the Town of the need for such improvements and provide engineering and other information to allow the Town to confirm that the work is reasonable and necessary and that the costs and benefits are equitably distributed between the Village and the Town District.

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**ARTICLE VI**

**EXCHANGE DATA**

All technical data relating to the water systems owned by the Village and the Town within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense.

**ARTICLE VII**

**ADDITIONAL ASSURANCES**

The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

**ARTICLE VIII**

**MERGER CLAUSE AND MODIFICATIONS**

This Agreement, with its Exhibits, contains the entire agreement between the Village and the Town and any agreements hereafter made between the Village and the Town shall be ineffective to change this Agreement, unless such agreement is signed by the authorized representative of the Village and the Town.

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**ARTICLE IX**

**COMPLIANCE WITH LAWS**

1. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No "action", as the same is referred to in Article 9 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

2. The Parties shall comply with all Federal, State, and local statues, rules regulations, orders and ordinances applicable to the performance of this Agreement.

**ARTICLE X**

**TERM OF AGREEMENT**

In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be forty (40) years. The Village and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments or changes to this Agreement must be acceptable to both parties.

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**ARTICLE XI**

**ARBITRATION**

Any controversy, claim, or cause of action arising out of or relating to this contract, or the breach of this Agreement, shall be submitted to, and decided by arbitration, which arbitration shall be conducted in the Village of Catskill and be administered by the American Arbitration Association in accordance with its then current commercial arbitration rules (or in accordance with such other procedures, if any, as the Parties to this Agreement may mutually agree upon in writing); and the decision in such arbitration shall be final, non-appealable and binding on the Parties to this Agreement. All costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) paid or incurred by the prevailing party in such arbitration shall be paid by the other party to the arbitration.

**ARTICLE XII**

**PRIOR AGREEMENTS**

The Parties hereto agree that this Agreement shall supercede any prior agreements for the provision of water service to the Town of Catskill's water districts or service areas entered into by the Parties.

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ARTICLE XIII

SEVERABILITY.

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

ARTICLE XIV

NOTICES

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing. The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Supervisor

Town of Catskill

439 Main Street

Catskill, NY 12414

President


Village of Catskill

422 Main Street

Catskill, NY 12414

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Town of Catskill

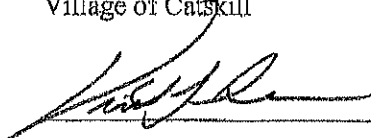


Joseph M. Leggio

Catskill Town Supervisor

Date: 7/9/14

Village of Catskill



Vincent Seeley

Catskill Village President

Date: 7/9/2014

# **EXHIBIT D**

## UTILITY EASEMENT

**THIS INDENTURE** made and entered into on the 5<sup>th</sup> day of NOVEMBER, 2015, by **Catskill Golf Resort, LLC**, with its principle place of business being located at 27 Brooks Lane, Catskill, NY 12414, party of the first part ("Owner or Grantor"), and the **Town of Catskill**, located at 439 Main St, Catskill, NY, 12414 party of the second part ("Grantee").

The Grantor(s) is (are) the owner(s) of a parcel of land situate, lying and being in the Town of Catskill, Greene County, New York, as described in the Greene County Clerk's Office Book of Deeds 1450 at Page 267 and further described as tax map number **138.00-15-24**.

**WITNESSETH:** That the Owner, in consideration of One Dollar (\$1.00) lawful money of the United States and other goods and valuable consideration paid by the party of the second part, does hereby remise, release, grant and forever quitclaim unto the party of the second part, its successors and assigns forever, an easement, as depicted upon the attached map which is made a part hereof, for the purpose of furnishing, installing, and maintaining a municipal waste water pumping station, underground piping, generator and necessary utilities, with the right to enter upon the Grantor's adjoining property, as needed for the construction, maintenance and proper operation of said public utility.

Except as herein granted, the Owner shall continue to have the full use and enjoyment of the property.

1. The Owner hereby gives and grants to the party of the second part, its employees and contractors, the right to enter upon and use the aforementioned Easement for the following purposes:
  - A. To have access to and for ingress and egress to the wastewater pumping station.
  - B. To engage in such excavation, earth and drainage works and filling and grading as may be necessary to create and maintain the proposed wastewater pumping station, parking and ingress and egress.
2. The Owner, their successors and assigns, shall place no buildings within said Easement, and shall place no other structures, trees, permanent walls or fences, or other improvement within said Easement that shall prevent or unreasonably interfere with the Grantee's ability to maintain and have access to the wastewater pumping station in the future.
3. The Town of Catskill shall be responsible for maintaining the area, including landscaping, paving and other such items required to achieve an acceptable aesthetic standard.
4. The Town of Catskill shall take the necessary steps to minimize public nuisances such as noise and odors. Any construction noise (related to work activities) shall be limited to normal business hours.
5. The Town of Catskill shall be responsible for providing security measures and maintaining adequate insurance for the protection of the assets related to the wastewater pumping station.
6. The Town of Catskill shall install two sewer lateral connections at the end of the Locust Park Sewer Main, one for the Vipler residence (SBL No. 138.04-2-5) and one for future building sites on a



UTILITY EASEMENT

parcel of land on the hill behind the Catskill Golf Resort Pool and Clubhouse that is part of SBL No. 138.00-15-24.

- 7. The Town of Catskill shall install and maintain odor controls at the pump station which are sufficient to prevent nuisance odors.
- 8. The Town of Catskill shall provide up to two additional six-inch sewer lateral connections on Brooks Lane, at locations designated by the Owner for future building connections.
- 9. The Town of Catskill shall make such arrangements as necessary to eliminate the \$5000 charge for connection of each of two future building sites on a parcel of land on the hill behind the Catskill Golf Resort Pool and Clubhouse that is part of SBL No. 138.00-15-24.
- 10. Grantee agrees to hold the Owners harmless, including reasonable attorney's fees, from any and all liability arising out of any activities conducted on the Property by the Grantee or its employees or contractors pursuant to this easement.
- 11. This Easement shall inure to the benefit of and shall bind grantees, distributees, legal representatives, successors, heirs, and assigns of the Owners.

IN WITNESS WHEREOF, the party of the first part has set their hand and seal the day and year first above written.

DAVID VIPLER  
(Name)

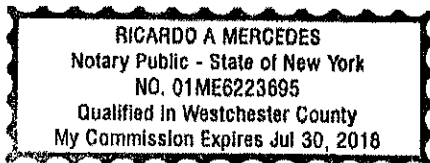
MANAGING MEMBER  
(Title)

[Signature]  
(Signature)

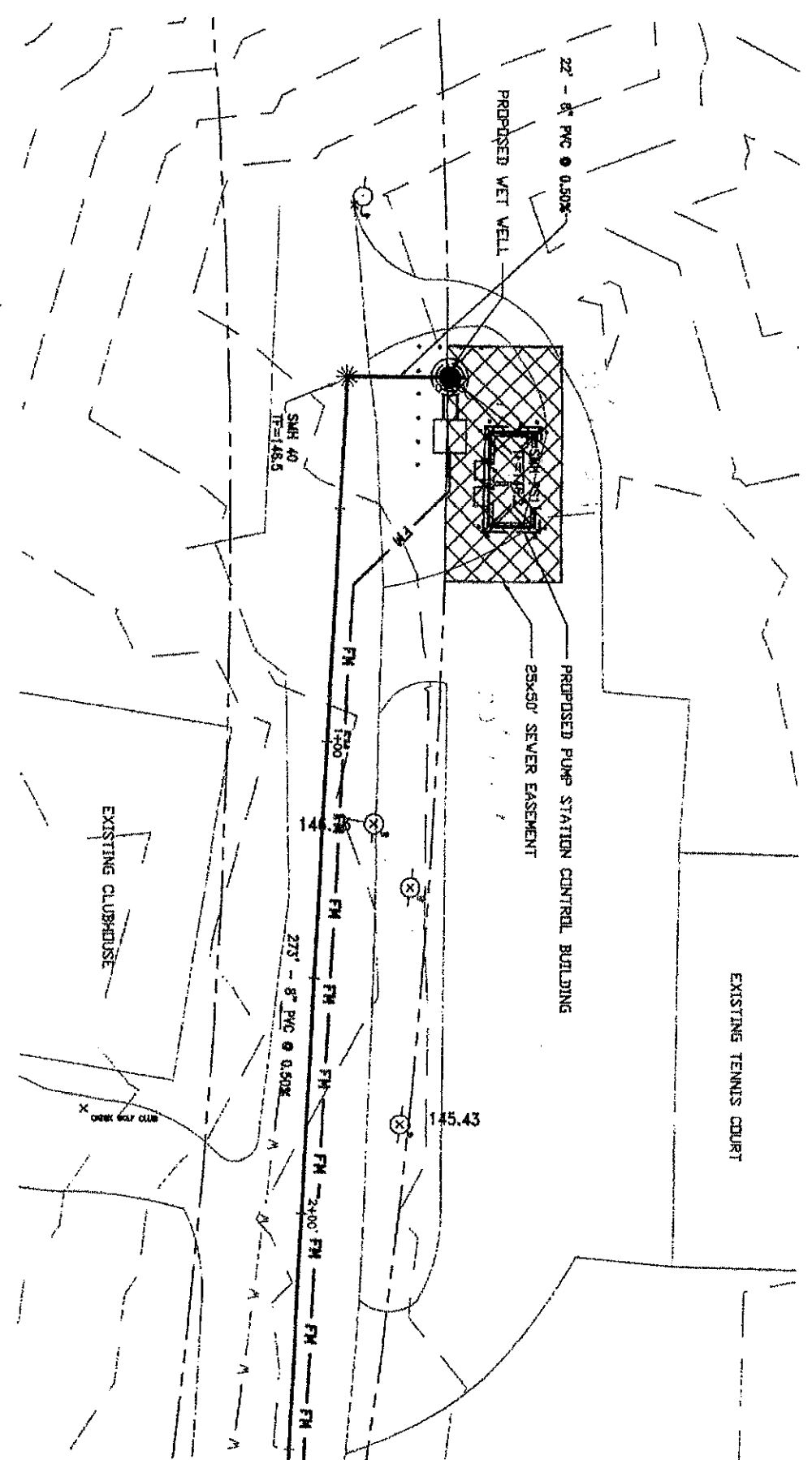
STATE OF NEW YORK )  
COUNTY OF NEW YORK )

On the 5th day of NOV in the year 2015 before me, the undersigned, a Notary Public in and for said State,

personally appeared DAVID VIPLER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]  
Notary Public



<b>OWNER/PROPERTY OWNER: CASUAL GOLF RESORTS</b> ADDRESS: 1000 N. WINDY HILL RD., WESTFIELD, NY 12145		<b>TOWN OF CATTARAUGUS</b> ADDRESS: 1000 N. WINDY HILL RD., WESTFIELD, NY 12145	
<b>DESIGNER:</b> DELAMARE ENGINEERING, D.P.C. ADDRESS: 1000 N. WINDY HILL RD., WESTFIELD, NY 12145		<b>DATE:</b> 10/15/2014	
<b>PROJECT:</b> WET WELL AND PUMP STATION CONTROL BUILDING		<b>SCALE:</b> AS SHOWN	
<b>PROJECT ADDRESS:</b> ZIMMONDILL		<b>PROJECT NUMBER:</b> 1000-154	