

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, IS MADE AND ENTERED INTO THIS 15TH OF SEPTEMBER 2015, BY AND AMONG THE VILLAGE OF MONROE, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 7 STAGE ROAD, MONROE, NEW YORK 10950, VILLAGE OF WOODBURY, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 455 ROUTE 32, HIGHLAND MILLS, NEW YORK 10930, TOWN OF WOODBURY, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 511 ROUTE 32, HIGHLAND MILLS, NEW YORK 10930, VILLAGE OF SOUTH BLOOMING GROVE, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 811 ROUTE 208, MONROE, NEW YORK 10950, TOWN OF BLOOMING GROVE, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 6 HORTON ROAD, BLOOMING GROVE, NEW YORK 10914, TOWN OF CORNWALL, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 183 MAIN STREET, CORNWALL, NEW YORK 12518, VILLAGE OF CORNWALL-ON-HUDSON, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT 325 HUDSON STREET, CORNWALL-ON-HUDSON, NEW YORK 12520, AND THE VILLAGE OF HARRIMAN, NEW YORK, SITUATED IN ORANGE COUNTY, WITH OFFICES AT ONE CHURCH STREET, HARRIMAN, NEW YORK 10926 (COLLECTIVELY REFERRED TO HEREIN AS THE "PARTICIPATING MUNICIPALITIES").

WHEREAS, certain petitions were filed by property owners in the Town of Monroe, Orange County, New York requesting that 507+/- acres of land in the Town of Monroe be annexed into the Village of Kiryas Joel, Orange County, New York, and

WHEREAS, certain other petitions were filed by property owners in the Town of Monroe, Orange County, New York requesting that 164+/- acres of land in the Town of Monroe be annexed into the Village of Kiryas Joel, Orange County, New York, and

WHEREAS, the Village of Kiryas Joel, as the State Environmental Quality Review Act ("SEQRA") Lead Agency undertook an environmental review of the impacts of the above-noted annexation petitions (jointly, the "Petitions"), which review was fundamentally and substantially deficient, and which failed to properly take the requisite hard look at many significant environmental impacts and propose adequate mitigation measures, despite comments noting the deficiencies from the Participating Municipalities, the County of Orange, and numerous other public officials and private organizations and individuals, and

WHEREAS, the Village of Kiryas Joel has reportedly voted in favor of both the 507+/- acre annexation and the 164+/- acre annexation petitions, and the Town of

Monroe has voted in favor of the 164+/- acre annexation petition, neither of which has been demonstrated to be in the overall public interest as required by law, and

WHEREAS, each of the Participating Municipalities will be impacted by either or both of the Petitions, have the legal injury to commence a legal challenge to the above noted annexation process and the related SEQRA analysis and review, and are vested with the powers under New York State law to undertake such a legal challenge, and

WHEREAS, the Participating Municipalities desire to cooperate each one with the others in doing what is reasonably necessary and proper to challenge and annul the Petitions on any available legal bases, since each of the Participating Municipalities has a compelling and common interest in annulling either annexation and/or ensuring that any annexation is justified by an accurate and complete assessment of significant adverse environmental impact, that all reasonable alternatives are considered, and that any resulting impacts are avoided or mitigated, all to the full extent under SEQRA, and/or ensuring that any annexation is fully justified under the law, and

WHEREAS, such joint action includes, but is not limited to, commencing a legal challenge to the above noted annexation process and the related SEQRA analysis and review, and the hiring of a law firm to represent the Participating Municipalities in such litigation on a joint prosecution of such claims, and

WHEREAS, each of the Participating Municipalities has, by their signature below, committed to commencing a legal challenge to the above noted annexation process and the related SEQRA analysis and review, and

WHEREAS, the respective Village Boards of Trustees and Town Boards are empowered by law to enter into this Agreement, including, but not limited to Article 5-G of New York State General Municipal Law,

NOW, THEREFORE, the Participating Municipalities hereby agree as follows:

1. All of the above “WHEREAS” clauses are incorporated herein by reference.
2. The law firm of Bryan Cave, LLP, located at 1290 Avenue of the Americas, New York, New York will be jointly retained by the Participating Municipalities to represent each and all of them as clients in commencing and prosecuting a litigation challenge to the above noted annexation process and the related SEQRA analysis and review.
3. Each of the Participating Municipalities shall contribute on or before October 1, 2015 an initial amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

to fund the litigation, which monies shall be placed in an escrow account for the purpose of paying litigation expenses and, if a majority of the Participating Municipalities agree, also for expert fees and expenses. Any of the Participating Municipalities may thereafter contribute additional monies to this escrow account for this purpose. No municipality is obligated by this Agreement to contribute additional monies after the initial contribution. This escrow account will be administered in accordance with these terms by the Village of Woodbury, by and through its Clerk, Desiree Potvin.

4. Whenever the escrow fund is drawn down to \$30,000.00, each Participating Municipality will ask its Board to authorize a supplemental appropriation in the amount of \$25,000.00 or such other amount as to which the Participating Municipalities agree.
5. When invoices are received from the law firm of Bryan Cave, or authorized experts, in connection with the annexation challenge they shall be reviewed by the law firm of Feerick, Lynch, MacCartney, PLLC, attorneys for two of the parties hereto, for an initial determination of propriety and reasonableness and then forwarded to the following participating municipality for audit and approval for payment out of the escrow account: the Village of Woodbury. Copies of every invoice shall be provided to each of the Participating Municipalities and their attorneys.
6. Any expenditure, other than attorney's fees, in excess of \$10,000.00 must be approved by a majority of the Participating Municipalities.
7. The adjudication of disputes or disagreements as provided for in General Municipal Law § 119-o(2)(k) shall be accomplished by a vote of a majority of the Participating Municipalities.
8. Each of the Participating Municipalities hereby agrees to cooperate and share with all other Participating Municipalities to the greatest extent practicable reports, analyses, and information related to the challenge to the annexation process and the associated SEQRA analysis and review.

TERM The term of this Agreement shall be one (1) year, measured from the date of this Agreement first above written, and shall be automatically renewed to the greatest extent permitted by law. If any municipal party hereto desires to withdraw from this Municipal Cooperation Agreement it may do so only upon at least ninety (90) days prior written notice to each of the remaining Participating Municipalities, and shall be responsible for its pro rata share of litigation expenses incurred up to the effective date of the withdrawal that exceeds prior contributions previously made by the Participating Municipalities. Such withdrawing party shall be bound by the terms of this Municipal

Cooperation Agreement until the effective date of the withdrawal, which date shall be no less than ninety (90) days after such written withdrawal notice is given.

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

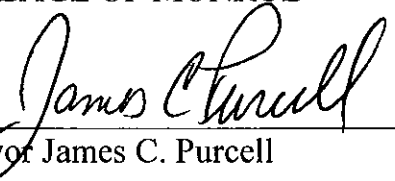
APPLICABLE LAW This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SAVINGS CLAUSE In the event that any part or parts of this Agreement are found to be void or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same force and to the same effect as though the void or unenforceable part or parts were deleted, unless by such modification the essential provisions of the Agreement and the essence of the shared responsibilities provided for herein is substantially modified thereby. In such event, the parties hereto will enter into good faith negotiations to modify this Agreement so as to preserve the essential provisions of this Agreement and the essence of the shared responsibilities provided for herein.

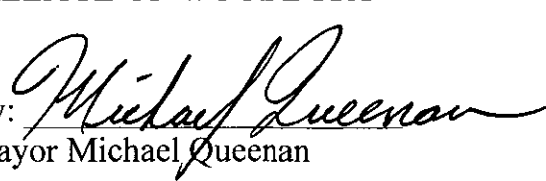
SIGNATURE IN COUNTERPARTS This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

VILLAGE OF MONROE

By: 
Mayor James C. Purcell

VILLAGE OF WOODBURY

By: 
Mayor Michael Queenan

TOWN OF WOODBURY

By: Ralph Caruso
Supervisor Ralph Caruso

VILLAGE OF SOUTH BLOOMING GROVE

By: Robert Jeroloman
Mayor Robert Jeroloman

TOWN OF CORNWALL

By: Randy Clark
Supervisor Randy Clark

TOWN OF BLOOMING GROVE

By: Robert A. Fromaget 9/15/15
Supervisor Robert A. Fromaget

VILLAGE OF HARRIMAN

By: Stephen H. Welle
Mayor Stephen H. Welle

VILLAGE OF CORNWALL-ON-HUDSON

By: Brendan G. Coyne
Mayor Brendan G. Coyne