



INTERMUNICIPAL AGREEMENT

BETWEEN

**THE TOWN OF CLIFTON, NEW YORK, AND
THE TOWN OF FINE, NEW YORK,**

**REGARDING OPERATION OF THE
CLIFTON-FINE ARENA**

Enacted
NOVEMBER 5, 2012



THIS INTERMUNICIPAL AGREEMENT (“Agreement”), entered into November 5, 2012, is hereby made by and between the Town of Clifton, a municipal subdivision of the State of New York, situate in St. Lawrence County, with offices at 7171 State Highway 3, Cranberry Lake, NY 12927 (“Clifton”), and the Town of Fine, a municipal subdivision of the State of New York, situate in St. Lawrence County, with offices at 4078 State Highway 3, Star Lake, NY 13690 (“Fine”).

The parties agree as follows:

I. PURPOSE:

The intent of this Intermunicipal Agreement is to provide a solid foundation for the operation of the Clifton-Fine Arena, located at 4173B State Highway 3, Star Lake, New York, by establishing procedures and policies for the two Towns to follow in managing the Arena.

II. HISTORY:

The Star Lake Fire Department plowed & flooded an outside rink and opened it for public skating in 1971. Lights and Boards were added during the summer of 1972. The Clifton-Fine Lions Club sponsored a fundraising campaign to build an indoor Arena from 1978 to 1982. A total of \$100,000.00 was raised by the community.

The Arena collapsed under heavy snow load on March 1, 1987. No injuries occurred. The Clifton-Fine Recovery Fund was established, door to door donations were solicited, and fundraisers were held throughout the community. A total of \$60,000.00 was raised and \$100,000.00 was received from the insurance settlement on the original building. The new building was constructed with a 50% stronger snow load than the original building. After the reconstruction, money was received from the 1986 Environmental Quality Bond Act to bring the bathrooms and snack bar up to code. The new building was re-opened for the 1987-88 skating season.

The Arena is operated & maintained with equal contributions from both Towns, along with money raised through building rental, ice time, and snack bar receipts.

III. DEFINITIONS:

1. “Towns” shall mean the Towns of Clifton and Fine, both located in St. Lawrence County, New York.
2. “Arena” shall mean the Clifton-Fine Arena, located in the Hamlet of Star Lake, St. Lawrence County, New York.
3. “Joint Town Boards” or shall mean the Town Boards of the Towns acting jointly either in a joint meeting of the Town Boards, or through consistent actions in separate Town Board meetings of the Towns.
4. “Committee” shall mean the Arena Committee as established in this Agreement.

IV. BOARD AUTHORITY & RESPONSIBILITY:

1. Ownership. The Towns jointly own and operate the Clifton-Fine Arena.
2. Joint Responsibility. The Towns share equally the fiscal and legal responsibilities of the Arena. The Towns have joint authority and responsibility for, and shall jointly do the following:
 - a. Adopt an Annual Budget;
 - b. Adopt all usage fees, including,
 - i. Building Rental Fees,
 - ii. Ice Rental Fees,
 - c. Approve any unbudgeted expenditures over \$1,000.00;
 - d. Approve any gift of Arena use or trade of services;
 - e. Adopt employee wages;
 - f. Hire and dismiss Arena employees;
 - g. Adopt job descriptions for all Arena employees;
 - h. Approve any alterations to the Arena layout, including bleachers, kitchen, bathrooms, warm-up rooms or storage areas;
 - i. Adopt policies and procedures to guide employees in their daily decision-making;
 - j. Adopt rules and regulations for Arena use; and
 - k. Delegate authority to Arena employees, Custodial Worker, Recreation Attendant, and Arena Committee members to ensure Arena procedures and rules are obeyed to maintain efficient Arena operations.
3. Town of Clifton Responsibility. The Town of Clifton is responsible for the fiscal management and record-keeping of the Arena.
 - a. The Town of Clifton policy and procedure manual will apply to Arena employees, unless otherwise specified in this Agreement or in the jointly adopted Arena Policies & Procedures Agreement.
 - b. The Town of Clifton fiscal procedures and practices, including the procurement policy, will apply to the Arena.
 - c. The Town of Clifton agrees to obtain and continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement, paid for with Arena funds.
 - d. The Town of Clifton agrees that copies of all reports (i.e. Fire Alarm Monitoring, Fire Suppression Inspections and Health Department Inspections) will be provided to the Committee Chair and the Town Clerk of Fine for distribution. The Town of Fine agrees that copies of the Code Enforcement Officer Fire Safety Inspection Report will be provided to the Committee Chair and the Town Clerk of Clifton for distribution.

V. OPERATIONAL PROCEDURES:

1. The Joint Town Boards shall meet together to conduct Arena business on the first Monday in April and the first Monday in November of each year. The Town Supervisor from either Town may call additional special joint meetings during the year, if necessary. Notice of the special joint meeting must be in writing to both Town Clerks to ensure all Town Board members from both Towns are notified of the date, time, and place of the meeting. The Supervisor calling the meeting shall also notify the Arena Committee Chair of the meeting.
2. The Town of Clifton Supervisor shall preside over the spring joint meeting each year. The Town of Fine Supervisor shall preside over the fall joint meeting each year. The Supervisor that calls any additional special joint meeting shall preside over the special joint meeting. The presiding Supervisor will create and distribute an agenda to all Town Board members prior to the meeting. One Supervisor may relinquish the duty to preside over a meeting to the other Supervisor.
3. Each Town Board must independently have a quorum present and must vote independently to take action at joint meetings. The failure of an affirmative vote by both independent Town Boards shall prevent any change, causing the status quo to continue.

VI. ARENA COMMITTEE:

The Joint Town Boards shall establish an Arena Committee to inform and advise the Joint Town Boards on matters involving Arena operations. The Town Boards cannot assign or surrender their basic statutory responsibilities to the Committee, but can use information and advice from the Committee for more effective and efficient Arena decision-making. In addition, the Committee chairperson acts on behalf of the Town Boards to carry out the day-to-day operations of the Arena.

1. Committee Members. The Arena Committee shall be comprised of seven (7) members. Each Town Board shall independently appoint two (2) Committee members. The Town Boards may appoint Town Board members or interested citizens. The Arena Committee will have three (3) appointments to the Committee.
 - a. The Town Boards shall make their yearly Committee appointments at the Joint Meeting in April.
 - b. The Committee-appointed Committee members shall be appointed as the first order of business at the first Committee meeting each year.
 - c. The Committee shall select a Chairperson for the year, annually, by majority vote at their October meeting each year.
 - d. Committee members must annually complete a volunteer registration form and submit it to the Town of Clifton bookkeeper for record keeping purposes.

2. Meetings.

- a. Committee meetings are open to the public and must be advertised as required by the Open Meetings Law (Public Officers Law, Art. 7).
- b. The Committee shall decide the date, time and place of meetings. Meetings shall be scheduled as necessary for the proper operation of the Arena.
- c. The Committee shall use the affirmative vote of a majority of the total membership to make recommendations. Therefore, four affirmative votes are required to take action, even if only four or five members are present.
- d. The Committee shall designate someone to keep notes at meetings and distribute a summary of the meetings to both Town Clerks within 10 days, so that the information may be distributed to Town Board members.

3. Responsibilities.

- a. The Committee shall recommend employees for the Joint Town Boards to consider hiring for the Arena. A job opening must be advertised, unless a returning employee is filling the same Arena position they held the prior year.
- b. The Committee shall recommend Arena alterations and improvements to the joint boards.
- c. The Committee shall insure that both employees and Arena users adhere to Arena policies, procedures, and rules.
- d. The Committee chairperson is responsible for overseeing daily operations of the Arena. Arena employees report to the Committee chairperson or designee. The chairperson is responsible for reporting to the full Committee and/or the Joint Town Boards, whichever is applicable.

VII. MISCELLANEOUS:

1. Each separate provision of this Agreement shall be deemed independent of all other provisions. Should any provision be deemed to be declared invalid, all other provisions of this Agreement shall remain valid and enforceable.

2. Indemnification.

- a. The Town of Clifton does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Fine against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Clifton may or shall be liable by reason of its action or failure to act under this Agreement.
- b. The Town of Fine does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Clifton against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Fine may or shall be liable by reason of their actions or failure to act under this Agreement.

3. Authority for Execution.

- a. Clifton. The Supervisor of Clifton has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Clifton, at a meeting thereof held on November 5, 2012 Robert Snider, Town of Clifton Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Clifton. At least one copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Clifton.
- b. Fine. The Supervisor of Fine has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Fine, at a meeting thereof held on November 5, 2012 Mark Hall, Town of Fine Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Fine. At least one copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Fine.

4. Modification.

- a. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- b. This Agreement is enacted by independent legal actions of both Town Boards and may only be amended by consistent independent legal actions of both Town Boards. One Town Board may not unilaterally amend this Agreement.

5. Waiver. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same

6. Term. This Agreement will take effect upon the date entered into and shall be for an indefinite term. This Agreement supersedes and repeals any previous agreements between the Towns regarding the Arena.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the Town of Clifton and the Town of Fine have executed this Agreement by the respective Town Supervisors, who are duly authorized to do so, the day and year first above written.

Town of Clifton

Town of Fine

By: _____

By: _____

Robert L. Snider
Town Supervisor

Mark Hall
Town Supervisor