



INTERMUNICIPAL AGREEMENT

BETWEEN

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

**REGARDING OPERATION OF THE
CLIFTON-FINE MUNICIPAL GOLF COURSE**

Enacted
MARCH 14, 2012



THIS INTERMUNICIPAL AGREEMENT (“Agreement”), entered into March 14, 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 Municipal Golf Course, by establishing procedures and policies for the two Towns to follow in managing the Golf Course.

II. HISTORY:

John M. Sayles started building the Golf Course in 1919. The Towns of Clifton and Fine jointly purchased the Golf Course from Charles I. Sayles in 1976, for the sum of \$ 70,000, to operate a recreational facility for the benefit of the citizens of the two towns. This 59.90-acre property is comprised of 23.40 acres in the Town of Clifton and 36.50 acres in the Town of Fine.

III. DEFINITIONS:

1. “Towns” shall mean the Towns of Clifton and Fine, both located in St. Lawrence County, New York.
2. “Golf Course” shall mean the Clifton-Fine Municipal Golf Course, located in the Towns of Clifton and Fine, 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 Golf Course Committee as established in this Agreement.

IV. BOARD AUTHORITY & RESPONSIBILITY:

1. Ownership. The Towns jointly own and operate the Clifton-Fine Municipal Golf Course.
2. Joint Responsibility. The Towns share equally the fiscal and legal responsibilities of the Golf Course. 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. Membership Fees,
 - ii. Greens Fees,
 - iii. Cart and Club Rental Fees,
 - iv. Cart Storage Fees, and
 - v. Trail fees, and

- c. Approve any unbudgeted material or equipment purchases over \$1,000.00;
 - d. Approve any gift of Golf Course property or services, including gift membership, gift greens fees, or trade of services;
 - e. Adopt employee wages;
 - f. Hire and dismiss of Golf Course employees;
 - g. Adopt job descriptions for all Golf Course employees;
 - h. Approve any alterations to the Golf Course layout, including fairways, greens, rough, cart paths and woods;
 - i. Adopt policies and procedures to guide employees in their daily decision-making; and
 - j. Adopt rules and regulations for Golf Course use.
 - k. Delegate authority to Golf course employees, Golf Course rangers, and Golf Course Committee members to ensure Golf Course procedures and rules are followed and obeyed to maintain efficient Golf Course operations.
3. Town of Fine Responsibility. The Town of Fine is responsible for the fiscal management and record-keeping of the Golf Course.
- a. The Town of Fine policy and procedure manual will apply to Golf Course employees, unless otherwise specified in this Agreement or in the jointly adopted Golf Course Policy & Rules Agreement.
 - b. The Town of Fine fiscal procedures and practices, including the procurement policy, will apply to the Golf Course.
 - c. The Town of Fine 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 Golf Course funds.

V. OPERATIONAL PROCEDURES:

1. The Joint Town Boards shall meet together to conduct Golf Course 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.
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. GOLF COURSE COMMITTEE:

The Joint Town Boards shall establish a Golf Course Committee to inform and advise the Joint Town Boards on matters involving Golf Course 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 Golf Course decision-making. In addition, the Committee chairperson acts on behalf of the town boards to carry out the day-to-day operations of the golf course.

1. Committee Members. The Golf Course 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 women's and men's leagues will each have one (1) appointment to the Committee. By majority vote (4 ayes), the Committee members appointed by the Towns and leagues shall appoint one (1) Committee member.
 - a. The Town Boards shall make their yearly Committee appointments at the January organizational town board meeting.
 - b. The Committee-appointed Committee member 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 calendar year, annually, by majority vote at their first meeting each calendar year.
 - d. Committee members must annually complete a volunteer registration form and submit it to the Town of Fine 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 Golf Course.
 - 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 Golf Course. A job opening must be advertised, unless a returning employee is filling the same Golf Course position they held the prior year.
 - b. The Committee shall recommend course alterations and improvements to the joint boards.
 - c. The Committee shall insure that both employees and golfers adhere to Golf Course policies, procedures, and rules.
 - d. The Committee chairperson is responsible for overseeing daily operations of the Golf Course. Golf Course 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 March 14, 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 February 8, 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 Golf Course.
- 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: _____
Robert L. Snider
Town Supervisor

By: _____
Mark Hall
Town Supervisor