



INTERMUNICIPAL AGREEMENT

BETWEEN

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

**REGARDING OPERATION OF THE
CLIFTON-FINE SMART GROWTH PROGRAM**

Enacted
xxxxxx, 2013



THIS INTERMUNICIPAL AGREEMENT (“Agreement”), entered into _____, 2013, 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 Smart Growth Program, by establishing procedures and policies for the two Towns and there Partners to follow in managing the program.

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. “Smart Growth Program” shall mean the Clifton-Fine Smart Growth Program.
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. “Partners” shall mean the Town of Clifton, the Clifton-Fine Economic Development Corporation (CFEDC) and the Wildlife Conservation Society.
5. “Committee” shall mean the Smart Growth Advisory Committee as established in this Agreement.

IV. BOARD AUTHORITY & RESPONSIBILITY:

1. Ownership. The Town of Fine will be the municipality responsible for the Clifton-Fine Smart Growth Program.
2. Partner Joint Responsibilities. The Town of Clifton, the Clifton-Fine Economic Development Corporation (CFEDC) and the Wildlife Conservation Society are partners with the Town of Fine for the Smart Growth Program. The Smart Growth Advisory Committee shall make recommendations to the Town of Fine Board for the following:
 - a. Adopt an Annual Budget with each Town Board will contributing \$2,100.00 yearly to the Smart Growth Program.
 - b. Adopt employee wages;
 - c. Hire and dismiss Smart Growth Planning Assistant;
 - d. Adopt job descriptions for Smart Growth Planning Assistant;
3. Town of Fine Responsibility. The Town of Fine is responsible for the fiscal management and record-keeping of the Smart Growth Program.
 - a. The Town of Fine policy and procedure manual will apply to Smart Growth employees, unless otherwise specified in this Agreement.
 - b. The Town of Fine fiscal procedures and practices, including the procurement policy, will apply to the Smart Growth Program.
 - c. The Town of Fine agrees that copies of all reports and information gathered will be provided to the Smart Growth Advisory Committee and the partners as requested.

V. OPERATIONAL PROCEDURES:

1. The Joint Town Boards shall meet together to conduct Smart Growth Program 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 Smart Growth Advisory 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. SMART GROWTH ADVISORY COMMITTEE:

The Partners shall establish a Smart Growth Advisory Committee to inform and advise the Fine Town Board on matters involving the Smart Growth Program. The Town Board cannot assign or surrender its basic statutory responsibilities to the Committee, but can use information and advice from the Committee for more effective and efficient Smart Growth Program decision-making. In addition, the Committee chairperson or Co-Chairs act on behalf of the Town Board to carry out the day-to-day operations of the Smart Growth Program.

1. Committee Members. The Smart Growth Advisory Committee shall be comprised of seven (7) members. The Clifton Town Board, the Fine Town Board and the Clifton-Fine Economic Development Corporation Board shall each independently appoint two (2) Committee members. One member of each board must be appointed to the committee. The second board appointment may be another board member or interested citizen. A representative of the Wildlife Conservation Society shall also be a member of the committee.
 - a. The Town Boards shall make their yearly Committee appointments at their organizational meetings each year.
 - b. The Committee shall select two Co-Chairpersons, one from each town, for the year, annually, by majority vote at their first meeting each year.
 - c. 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 Smart Growth Program.
- 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 the partners within 10 days, so that the information may be distributed to Board members.

3. Responsibilities.

- a. The Committee shall recommend a Smart Growth Planning Assistant for the Fine Town Board to consider hiring for the Smart Growth Program. A job opening must be advertised; unless a returning employee is filling the same Smart Growth position they held the prior year.
- b. The Committee shall insure that employees and adhere to Town of Fine policies, procedures, and rules.
- c. The Smart Growth Advisory Committee chairperson is responsible for overseeing daily operations of the Smart Growth Program. The committee chairperson is responsible for reporting to the full Committee and/or the partners, 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 _____, 2013 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 _____, 2013 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.
- c. CFEDC. The President of the Clifton-Fine Economic Development Corporation has executed this Agreement pursuant to a resolution adopted by the CFEDC Board of Directors, at a meeting thereof held on _____, 2013 Chris Westbrook, CFEDC President, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the CFEDC. At least one copy of this Agreement shall be permanently filed, after execution thereof, in the office of the CFEDC.

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 Youth Commission.
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

The Smart Growth Advisory Committee will also undertake the role of the Project Steering Committee for the Local Waterfront Revitalization Strategy.

The Waterfront Advisory Committee (WAC) was established to oversee all aspects of the Local Waterfront Revitalization Strategy (LWRS). The WAC is the primary group that guided the preparation of the LWRS. The WAC continues to articulate local issues, provides information, helps to draft documents, reviews and accepts products from the Wildlife Conservation Society (WCS), acts as a liaison to the public about the project, and sponsors public outreach efforts. The Smart Growth Advisory Committee will appoint up to fifteen (15) members to the (WAC).

All projects must be vetted and approved by the appropriate Town Board prior to any action being taken.

The Smart Growth Planning Assistant

DRAFT