
Appendix E13

Inter-municipal Agreement Model

The natural flow of water does not reflect or respect the political boundaries that humans have drawn on the landscape. Therefore, working cooperatively with the other municipalities in a given watershed is a crucial step towards meaningful action. Regardless of whether your community lies within a lake watershed, a stream or river watershed, or the direct drainage watershed to Lake Erie, Lake Ontario, or the Atlantic Ocean, there is opportunity for cooperation.

What follows is a model for setting up a formalized structure for inter-municipal cooperation.

Inter-municipal Agreement Model

Governments may form joint municipal survey committees to study and plan cooperative measures. Article 12-C of New York State General Municipal Law authorizes formation of joint survey committees for this purpose. Survey committees may be formed by any combination of two or more of the following: counties outside the City of New York, cities, towns, villages or school districts. The statute authorizes governments to make surveys and studies to aid the cooperative solution to local government problems.

Consideration of entering into a formal intergovernmental cooperative agreement:

- Economies of scale
- Convenience
- Unequal distribution of natural resources
- Surplus facilities
- Duplication of services
- Service Agreements vs Joint Agreements

Most cooperative agreements are entered into pursuant to Article 5-G of the General Municipal Law, which provides broad authority for the joint provision of any municipal facility, service, activity, project or undertaking, or the joint performance or exercise of any function or power which each municipal corporation has the power to perform or exercise by itself. However, several specific statutes may be utilized to enter such agreements in particular areas. Examples of these statutes are:

- Common water supply: General Municipal Law, Article 5-B
- Common drainage facilities: General Municipal Law, Article 5-F

Following are examples of introductory clauses, which set the stage for the more technical operative clauses of the agreement.

Parties

Agreement made (date), by and between the Town of _____, hereinafter called the “Town” and the Village of _____, a municipal corporation, hereinafter called the “Village”;

WHEREAS, the Board of Trustees of the Village of _____ and the town boards of the Towns of _____ and _____, all located in the County of _____, New York, deem it in the best interest of the residents of the respective governments to jointly provide a _____ operation for use by and for their respective residences;

This Agreement entered into this (date) between the Town of _____ hereinafter known as the Party of the First Part and the County of _____ hereinafter known as the Party of the Second Part;

An Agreement between the County of _____ and certain municipalities located therein for the establishment of a cooperative means of conducting _____ activities;

This Agreement made and entered into this (date) by and between the following municipalities, the Village of _____, the Village of referred to as Parties, all municipal corporations of the State of New York; reason for which the agreement is entered into or the problem which the agreement hopes to solve.

WHEREAS, the purpose of the Agreement to establish a legal mechanism through which the receive and disburse federal funds available to such urban counties under (federal statute) and to take such actions in cooperation with the participating

WHEREAS, the Town owns and maintains an incinerator and dump for the incineration, disposal and dumping of garbage and refuse; and (Whereas) the Village provides garbage and refuse means and place for the disposal of such waste; and (Whereas) the Town is willing to make available to the Village its incinerator and dump;

WHEREAS, there is no public swimming facility available for residents within the _____ and the Town of _____ hereinafter

Rationale

Often, other rationale appear to set forth the County may act as an urban county to apply for, municipalities herein as may be necessary to participate in such federal program; collection service for its residents and requires a geographic limits of the Town or Village;

WHEREAS, it has been determined that the proposed cost of creating, maintaining and operating a satisfactory disposal site and operation thereof would be too costly to be carried on by any one of the parties hereto;

WHEREAS, the Village maintains a Police Department, as a general Village expense to all residents of such Village; and (Whereas) the Town is desirous of obtaining certain police services for the benefit of residents of the Town, outside the Village;

WHEREAS, in order to promote the general welfare and provide for the public health by providing sewer treatment and collection services for residents and taxpayers at the least possible cost, according to professional engineering criteria;

WHEREAS, the City owns and operates a plant for the production and supply of water and is willing to sell surplus water to the Town, and (Whereas) the Town proposes to form a Water Improvement Area for the entire Town of _____ consisting of facilities for water storage and a bulk water transmission system with a source from the City, and (Whereas) the Town proposes to sell said City water to the residents of and other users in the Town Water Improvement Area, and also to third parties outside the Town Water Improvement Area, and (Whereas) the City agrees to sell surplus water to the Town and the Town agrees to purchase same;

Statutory authority

The contract's statutory source should be set forth to avoid confusion about the authority under which local governments are acting.

WHEREAS, pursuant to Article 5-G of the New York State General Municipal Law the Village and Town are authorized to enter into a Municipal Cooperation

WHEREAS, Section 135-a of the New York State Highway Law provides that a County or its Superintendent of Highways may contract with any Town for the removal of snow from roads or for sanding or removing the danger of snow and ice;

THIS AGREEMENT, for the furnishing of fire protection and emergency ambulance services to a fire protection district pursuant to the provisions of Section 184 of New York State Town Law and Sections 209

WHEREAS, the parties hereto have established a joint recreation commission pursuant to Section 244-d of New York State General Municipal Law.

WHEREAS, in a spirit of cooperation and pursuant to the provisions of Section 256 of New York State Education Law, the residents of the Town of _____ shall have free access to the City of _____ Public Library and be entitled to all the privileges thereof; 1 to April 20 of each year that this contract is in Agreement with respect to police services; otherwise treating them for the purpose of and 209-d of New York State General Municipal Law; parties hereto have reached an agreement whereby

Service provided or jointly performed.

Planned services should be set forth as specifically as possible so that each of the parties is fully aware of its duties and responsibilities under the agreement.

The Town agrees to remove the snow from, apply sand and salt, or other material on, and where the (Highway) Superintendent deems it necessary, erect snow fences within the right-of-way of county roads during the period September effect.

The Town agrees to supply all labor, machinery, tools and equipment in the performance of the work under this contract.

The Village hereby agrees to and shall provide to the Town, emergency police services required by sudden, unexpected happenings or by unforeseen occurrences or conditions as defined herein.

The Village shall provide to the Town the services of a "juvenile officer" in the same manner and to the same extent that the services of said "juvenile officer" are available to the Village.

WHEREAS, all parties hereto have certain highway, non-highway and specialty equipment which is not always being used, and (Whereas) it is possible to make such equipment available for use by the other Parties, and (Whereas) such exchange of equipment may result in more effective work performance at minimal extra cost, and (Whereas) all parties will have authorized their respective highway, public works and/or fire alarm superintendents as the case may be, hereinafter referred to as the Superintendents, to act pursuant to this Agreement;

The Party of the Second Part shall, for a period of one year from January 1st, to December 31st, furnish and provide said fire district with fire protection, and shall be subject to call for attendance upon any fires occurring in said district and shall promptly respond and attend upon such fires and at such fires shall proceed diligently to the extinguishment of the same and the saving of life and property in connection therewith.

The Party of the Second Part shall provide general ambulance service for the _____ Fire District for the purpose of transporting any sick, injured or disabled persons found within the area of the _____ Fire District to a local hospital, and such sick, injured or disabled persons may be transported to any hospital, clinic, sanitarium or any other place within a radius of _____ miles as measured in a straight line from the Fire House located at _____.

The Village agrees to furnish water to the Town for said Water Districts and to pump into the existing reservoir or mains of the Town. In times draining of reservoir, the Village shall be permitted to draw water from the Town's reservoir.

The City agrees to supply the Town with filtered according to present or future requirements of the State Department of Health or any other governmental body having jurisdiction or control -- The Town agrees to install a transmission main located at _____, in the City of _____ and the Town shall therefore install a master meter at or near a point where the Town shall construct

The County does hereby grant to the Town and Village the right, license, privilege and permission to maintain a landfill operation in and on a certain tract of land described herein with the right and ashes, and refuse, until said land is property filled, but in no event for a term of more than ten years.

The Parties of the Second Part will operate a joint landfill operation on the premises described herein, and each of said municipalities shall be jointly and severally responsible for the proper conduct and operation of such landfill.

Financial arrangements.

Financial duties and obligations should be set forth specifically in all intergovernmental agreements.

The Town and Village agree to jointly purchase the _____ school property owned by the _____ Central School District for the sum of \$_____.

The formula for allocating the costs of said capital acquisition shall be on an equal fifty percent basis; the levying of taxes or assessments to pay such costs and whether said cost shall be borne by the entire area of the respective municipality or on a part thereof which is to benefit shall be determined upon the adoption of any appropriate resolution.

The Town of _____ will annually contribute the sum of \$_____ to said program.

The Village of _____ will annually contribute the sum of \$_____ to said program.

The Village Treasurer of the Village of _____ will be the custodian of the funds for said program and provide annually an account of said fund to each of the parties.

It is estimated that it will cost approximately \$15,000 to prepare and operate the pool for the 20__ season. The parties agree to equally share all costs of preparation, operation, maintenance and staffing and for that purpose shall appropriate the monies necessary therefor, which shall be expended in accordance with the estimated budget annexed hereto as Exhibit A. Any additional monies necessary to properly operate, maintain and staff the pool shall be paid only upon the consent and agreement of both municipalities.

The Town agrees to keep, during the period of this contract, an itemized record of daily operations, on a form to be provided by the Superintendent of Highways, and to submit such completed form together with a certified voucher noting the cost of labor, machinery, tools and equipment herein to the Superintendent between April 20 and July 1 of each year that this contract is in effect. It is understood by the Town that no payment will be made pursuant to this contract until said form and voucher are approved by the Superintendent. It is further made for those costs which are determined by the Superintendent to be within the intent and scope of this contract.

The cost of the sanitary landfill shall be allocated among the several governmental units herein as follows:

Each unit shall pay its share based on the population of the unit, as such population shall be a percentage of the total population of the area be used to compute such figures. Each sick or injured person found within its boundaries and transported by the Village basic charge of _____ dollars plus _____ dollars for each mile traveled, measured from the point of pickup of the sick or injured person to the point of destination; (2) for each person destination outside the Village a basic charge of _____ dollars plus _____ dollars for each mile traveled measured from the point of pickup to a point of destination; (3) a sum equal to the charge set forth in (1) above, if the ambulance is called to the Town but the patient either refuses to be transported or cannot be found; (4) for each resident of the Town transported from the _____ Hospital or other medical or nursing facility within the Village to a destination outside the Village a basic charge of _____ dollars and from the point of pickup to the point of destination and if to a destination inside the Village a basic charge of _____ dollars and _____ dollars each mile traveled measured from the point of pickup to the point of destination.

Local costs of annual operation and maintenance of said Sewage Treatment Plant shall

be shared by the parties hereto in proportion to the annual sewage flow contributed by each. Sewage understood by the Town that payment will only be covered, and the 20__ Federal Census shall -- The Town agrees to pay the Village: (1) for ambulance to a destination inside the Village a transported by the Village ambulance to a _____ dollars for each mile traveled, measured flow shall be monitored at appropriate points for the purpose of determining the gallonage contributed by the Village and by the Town. The annual share of operation and maintenance expenses to be contributed by the Town shall be computed on the basis of flow contributed by each party during the Village's fiscal year, or any fraction thereof.

The parties hereto further agree that the Town shall annually reimburse the Village for a portion of the Village's capital costs of said Sewage Treatment Plant, which annual reimbursement shall be based upon the following formula:

Village's Capital Costs (Local Share) x Percent of Flow Contributed by Town

=

Annual Reimbursement by Town

Estimated Useful

Life of Sewage

Treatment Plant

Indemnification.

Finally, the agreement should spell out provisions for insurance or for the indemnification of one or more of the parties.

The Village hereby agrees to save the Town harmless from any claim or cause of action which may arise out of this Agreement and the Town in like manner agrees to hold the Village harmless.

When the School District grants permission to the Town to use facilities of the School District, the Town will notify its insurance carrier or carriers that the School District is to be named as an additional insured on its liability policy or policies for the duration of the swimming, athletic, or educational program.

The Party of the Second Part agrees to provide and carry adequate insurance approved by the Party of the First Part, protecting and indemnifying the Town fire protection district from any and all liability or claims for injury or damage to third persons or property as a result of actions of the fire company or its members. The cost of providing insurance for fire fighter benefits payable under Section 205 of New York State General Municipal Law or any amendments thereto or substitute therefor shall be assessed to said fire protection district.

Party of the First Part covenants and agrees that it will obtain and maintain in full force and effect throughout the term of this agreement, or any extension thereof, insurance providing benefits State of New York for the benefit of the Party of the Second Part, or in the alternative, Party of the First Part will by virtue of participation in a county plan, or otherwise, cause to be obtained and maintained in full force and effect throughout under the Workers' Compensation

Law of the the term of this agreement, or any extension thereof, insurance providing benefits under the Workers' Compensation Law of the State of New York for the benefit of the Party of the Second Part.

Each Party shall carry liability insurance covering its own equipment, including the operator. Such insurance shall protect both the owner of the equipment and the Party receiving or accepting service from any liability in the event of any claim arising during any exchange pursuant to this Agreement.

The Village of _____ shall save and hold harmless the County of _____ and shall assume all risk and liability for such signs, signals and markings installed by the County and for the use and operation thereof and for damage for injuries or death to persons or property however arising therefrom or because thereof, excepting the active negligence of the County.