

INTER-MUNICIPAL AGREEMENT

**BY
BETWEEN
AND AMONG**

THE TOWN OF HUNTINGTON

THE VILLAGE OF ASHAROKEN

AND

THE VILLAGE OF NORTHPORT

September 2014

**INTER-MUNICIPAL AGREEMENT BY, BETWEEN
AND AMONG, THE TOWN OF HUNTINGTON,
THE VILLAGE OF ASHAROKEN,
AND THE VILLAGE OF NORTHPORT**

Agreement made and entered into this day of , 2014, by and between and among the municipal corporations: the TOWN OF HUNTINGTON, 100 Main Street, Huntington, New York 11743 (hereinafter "Town"); and the INCORPORATED VILLAGE OF ASHAROKEN, 1 Asharoken Avenue, Northport, NY 11768 and the INCORPORATED VILLAGE OF NORTHPORT, 224 Main Street, Northport, NY 11768 (hereinafter as the "VILLAGES") (the TOWN and VILLAGES are collectively referred to herein as the "MUNICIPALITIES").

WITNESSETH:

WHEREAS, the MUNICIPALITIES recognize the importance of Northport Harbor and Northport Bay (collectively referred to as the "Northport Bay Complex") as a vital coastal ecosystem essential to the environmental, recreational and economic well-being of the people in the surrounding communities located within the TOWN OF HUNTINGTON, the INCORPORATED VILLAGE OF ASHAROKEN and the INCORPORATED VILLAGE OF NORTHPORT; and,

WHEREAS, the MUNICIPALITIES have appreciation for the significance of the Northport Bay Complex as a vital coastal fish, shellfish, wetlands and wildlife habitat and are cognizant of the deeply shared local concern over the existing and continued degradation of the quality of the waters of the Northport Bay Complex, a shared local natural resource; and,

WHEREAS, the MUNICIPALITIES acknowledge that there is potential for further threat to the Northport Bay Complex due to a variety of pollutant sources, including but not limited to stormwater runoff and other sources of non-point pollution, illicit discharging of contaminants such as fertilizer and pesticides, septic system effluent migration, sewer treatment system and/or plant effluent, petroleum spills, illegal dumping, floatable debris, boat waste both treated and untreated and nitrogen seepage; and

WHEREAS, the MUNICIPALITIES recognize that the waters and wetlands of the Northport Bay Complex comprise a precious resource and wish to restore, protect and enhance the Northport Bay Complex water quality, so as, to ensure a healthy and diverse marine ecosystem in a manner that balances and maintains existing compatible residential, commercial and recreational water uses; and,

WHEREAS, the MUNICIPALITIES are in agreement that the future health and productivity of the Northport Bay Complex requires ongoing testing, examination and study to encourage a coordinated effort by and among the MUNICIPALITIES and other local, state and federal agencies and resources dedicated to the protection and enhancement of the Northport Bay Complex area; and

WHEREAS, the MUNICIPALITIES recognize that it is necessary to review and assess issues affecting the Northport Bay Complex's water quality to identify key issues and to propose and implement measures which attain the highest available standards utilizing the most economically feasible practices and technologies; and,

WHEREAS, in the course of studying, assessing and reviewing the scientific data relevant to issues concerning point and non-point sources of pollution in the Northport Bay Complex, it may become necessary for the MUNICIPALITIES to obtain the assistance of one or more educational, scientific, professional, experienced and not-for-profit environmental advocates and advisors who are knowledgeable in the field and who can advise on how the MUNICIPALITIES may best initiate cost effective improvements to existing resources and systems to diminish pollutants within the waters of the Northport Bay Complex; and

WHEREAS, as a consequence of assessing pollutants levels it may be necessary to employ the services of environmental engineers and/or other experts to assess factors which effect water quality in the Northport Bay Complex; and

WHEREAS, the MUNICIPALITIES formed a stakeholder group called the Northport Harbor Water Quality Protection Committee (hereinafter "NHWQPC") in order to coordinate efforts to protect and enhance the water quality of the Northport Bay Complex, the marine environment encompassing the Northport Bay Complex and its associated wetlands; and

WHEREAS, federal and state governments have encouraged and supported the formation of stakeholder partnerships, like the NHWQPC, to promote the use of the most effective and cost-efficient means to address Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq.) (popularly known as the "Clean Water Act") requirements; and

WHEREAS, New York State Department of Environmental Conservation SPDES General Permit For Discharges From Small Municipal Separate Storm Sewer Systems (MS4s), currently Permit No. GP-0-10-002, effective October 14, 2011(hereinafter called the "Permit") requires annual reporting of MS4 compliance; and

WHEREAS, the Permit encourages cooperation between MUNICIPALITIES; and

WHEREAS, the Permit requires that agreement(s) between two or more parties must be documented in writing and signed by both (all) parties; and

WHEREAS, the MUNICIPALITIES may but are not required to develop and/or implement part or all of their Stormwater Management Plan through an Inter-Municipal program; and

WHEREAS, State and Federal agency grant programs reward municipalities from congruous waters that submit cooperative grant applications based upon collaborative efforts, therefore, the likelihood of a grant award being received is increased when an application is supported by an inter-municipal agreement; and

WHEREAS, the MUNICIPALITIES desire to enter into a legally binding Inter-Municipal Agreement (hereinafter "IMA") to carry out the goals, plans, aspirations and responsibilities set forth herein and additionally agree that they will be benefited, as separate individual corporate entities, by the mutual assistance and cooperative effort to be achieved by this IMA, which shall act under the name of the Northport Harbor Water Quality Protection Committee Inter-Municipal Council (NHWQPC-IMC); and

WHEREAS, the *New York State General Municipal Law, Section 119-o* authorizes agreements for performance of various functions, powers and duties between municipal corporations, including without limitation the provision of joint service or joint water, sewage or drainage projects.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter stated, it is agreed by and between the parties hereto as follows:

1. The TOWN and each of the two VILLAGES shall each appoint two (2) representatives to the NHWQPC-IMC, which shall consist of the Supervisor of the Town and a Member of the Town Board, or their respective designees and the Mayors of the Villages and a Member of each Village's Board of Trustees, or their respective designees.

2. The goals of the NHWQPC-IMC are as follows:

(a). To improve the water quality of the Northport Bay Complex, which is defined to mean Northport Harbor and Northport Bay of which it is a part, Price's Bend, Duck Island Harbor, Duck Island Cove, Carter's Bight, Steer's Canal, Centerport Harbor and the Centerport Mill Pond, together with the contributing watershed area, so that, all waters of the Northport Bay Complex will consistently meet water quality standards for health, safety, welfare, environmental, recreational and economic purposes, [a copy of a map depicting the described area is attached hereto as Exhibit "1"].

(b). To improve the water quality of the Northport Bay Complex and associated uplands, so that, it will meet New York State Department of Environmental Conservation usage standards for Class SA Saline Surface Waters as defined in 6 NYCRR Section 701.10.

(c). To protect, restore and enhance the surrounding tidal wetlands that serve to cleanse ecosystems; provide marine food production and wildlife habitat; offer opportunities for education, research and recreation; provide flood and storm control; and offer open space and aesthetic appreciation.

(d). To control and reduce point and non-point sources of pollution affecting the Northport Bay Complex and its environs.

(e). To encourage enactment of coordinated local coastal laws to maximize protection, restoration and enhancement efforts to improve the quality of the Northport Bay Complex and its wetlands, including without limitation, the development of uniform laws, rules and regulations for enactment and implementation by the MUNICIPALITIES.

(f). To prepare and adopt a "Water Quality Improvement, Protection and Management Plan" (the "Plan") for the Northport Bay Complex to serve as a blue print for future management of the Northport Bay Complex, especially in the areas of water quality, restoration ecology, stormwater management, public outreach, public use, public enjoyment; and implementation and encouragement of the enactment of coordinated laws governing the control of point source and non-point source pollution. The Plan will serve as a basis for the development and implementation of uniform codes, rules and regulations. The Plan will encourage the regeneration of wetlands and shellfish populations and will serve as a basis for the development of regulations to prevent septic system, cesspool and individual sewage treatment system degradation affecting the Northport Bay Complex. When necessary and when funding is available, the MUNICIPALITIES may employ experts needed to assist in the preparation of the Plan.

(g). To originate, produce and disseminate educational programs designed to inform the general public, public officials, municipal employees, the construction industry and commercial entities on stormwater runoff and illicit discharge issues and other sources of pollution affecting the Northport Bay Complex and to encourage voluntary compliance with the water quality laws, regulations, permits and techniques used to improve water quality.

(h). To encourage and support scientific research to improve water quality, wetlands and the environment of the Northport Bay Complex.

(i). To encourage to the fullest extent feasible the mutually agreeable goals of the NHWQPC-IMC with the support services of existing staff and of the scientific community located within the area and visitors to the area.

(j). To work to encourage funding opportunities to support and facilitate goals established in the Plan.

(k). To work towards encouraging the preparation, development and implementation of and projects to promote: stormwater pollution prevention, wetlands and uplands restoration including shellfish and native and non-invasive vegetation, dredging where indicated to improve hydrologic flow and to reduce the presence of pollutants; and, to participate individually or jointly in the

preparation and filing of the MS4 Annual Report to the New York State Department of Environmental Conservation to the extent required pursuant to the Permit.

3. The TOWN shall act as agent for the VILLAGES: (1) to apply for and receive New York State and/or federal grant(s); and, (2) to retain and hire environmental consultants and/or engineers to provide services in connection with and as funded by New York State and/or federal grant(s) for the Northport Bay Complex, subject to the affirmative vote of the participating MUNICIPALITIES on the selection of such consultants/engineers; and (3) to take all necessary steps to achieve the purpose of the grant(s) including without limitation the execution of documents which may be required by the grant providing agency(ies).

4. The TOWN and the VILLAGES shall share in the obligation to provide matching funds for the grant(s) in amount(s) to be determined by separate resolution of the NHWQPC-IMC, subject to the provisions of General Municipal Law §199-o which provides, in pertinent part, as follows:

* * Where the authority of any municipal corporation or district to perform by itself any function, power and duty or to provide by itself any facility, service, activity, project or undertaking or the financing thereof is, by any other general or special law, subject to a public hearing, a mandatory or permissive referendum, consents of governmental agencies, or other requirements applicable to the making of contracts, then its right to participate in an agreement hereunder shall be similarly conditioned.

5. The parties to this IMA agree that, in order to obtain certain grants, the TOWN and VILLAGES may be required to pledge cash and/or in-kind contributions as part of the grant application process and thereafter may be required to make cash contributions as well as supply in-kind contribution in support of said grant(s). The parties agree as participants in this IMA, that they will act in good faith with respect to such applications and will pledge, commit, appropriate and pay out their percentage of the local match in the amount that will be agreed upon with submission of the application by the parties pursuant to a separate resolution of the NHWQPC-IMC and of the Boards of the individual MUNICIPALITIES.

6. All monies paid by MUNICIPALITIES shall be paid to the Comptroller of the TOWN into a trust account to be established for this purpose for the benefit of the NHWQPC-IMC. The Comptroller shall prepare a periodic statement as to the expenditures from this fund. As permitted by the

granting agent, any funds remaining after completion of a particular project received through a particular grant may be redistributed according to the percentage of contribution enumerated in the resolution of the NHWQPC-IMC establishing the grant application, in proportion to the share that each MUNICIPALITY contributed to the project, subject to the terms of the applicable grant agreement. At the discretion of the NHWQPC-IMC, pursuant to duly adopted resolution, such remaining funds may be retained for the funding of a separate and subsequent grant program.

7. In order for a resolution to be deemed passed by the NHWQPC-IMC, two (2) members of each MUNICIPALITY shall be required to vote in favor of a resolution. When a resolution commits a MUNICIPALITY to a particular grant application duly enacted authorizing resolutions of the Board of the MUNICIPALITY for which the vote is being cast, shall be submitted to the Chair of the NHWQPC-IMC.

8. The authorizing resolution for each grant application shall set forth with respect to each MUNICIPALITY their respective individual cash or in-kind shares of the local share which may be required by the grant application.

9. The term of this IMA shall begin upon signing and shall continue in effect for a period of five (5) years, subject to renewal thereafter for two (2) five-year extension periods as long as at least (2) of the MUNICIPALITIES desire to have the NHWQPC-IMC continue. However, in the event that indebtedness is incurred for a joint project, it shall be deemed extended pursuant to General Municipal Law § 119-o(2)(i) for the period of probable usefulness established by section 11.00 of the local finance law in connection with the object or purpose for which the indebtedness was issued.

10. Any member MUNICIPALITY may withdraw from the NHWQPC-IMC upon written notice of no less than thirty (30) days to the Chair of the NHWQPC-IMC, who shall promptly notify the remaining members of this fact, however said withdrawal shall in no way effect any outstanding obligation to furnish cash or in-kind contributions as part of a pre-existing grant application and/or program and the withdrawing member municipality shall remain liable for commitments made prior to its withdrawal from the NHWQPC-IMC.

11. The NHWQPC-IMC shall require anyone hired in connection with this agreement to maintain General Liability Insurance with a combined single limit of TWO MILLION AND 00/100 (\$2,000,000) DOLLARS and if the circumstances dictate Professional Liability Insurance in the minimum amount of ONE MILLION AND 00/100(\$1,000,000.00) DOLLARS and a hold harmless agreement whereby the MUNICIPALITIES are indemnified, defended and held harmless from any and all loss/or damage arising out of any of the acts of their hires occurring in the performance of the agreement entered into pursuant to this agreement.

12. The NHWQPC-IMC shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of two (2) years after completion of any project to which the records are related or for such period as may be required by the NYS Records Retention and Disposition Schedule MU-1 [8 NYCRR § 185.11 (Appendix H)] and shall at all times be available for audit and inspection by the representatives of the MUNICIPALITIES.

13. The MUNICIPALITIES agree that all contractors hired pursuant to this IMA are and at all times shall be deemed to be independent contractors and shall not, in any manner whatsoever, by their actions or deeds commit the MUNICIPALITIES to any obligation irrespective of the nature thereof, and such independent contractors shall not at any time or for any purpose be deemed employees of the MUNICIPALITIES.

14. It is further understood and agreed that any agent, servant or employee of the TOWN shall not, at any time or under any circumstances, be deemed to be an agent, servant or employee of the VILLAGES, and; any agent, servant or employee of the VILLAGES shall not, at any time or under any circumstances; be deemed to be an agent, servant or employee of the TOWN, except as set forth herein.

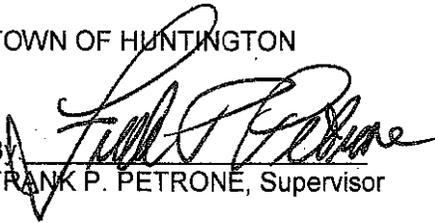
15. This agreement may not be assigned, transferred or in any way disposed of by the member MUNICIPAL corporations.

16. This IMA is subject to the provisions of Article 5-G and 18 of the General Municipal Law of the State of New York, as amended.

17. The six (6) member board of the NHWQPC-IMC shall have the power to create subcommittees and appoint representatives to serve on such subcommittees as the need arises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above, which date will be the date the Supervisor of the TOWN of Huntington executes the agreement following the agreement having been executed by the VILLAGES.

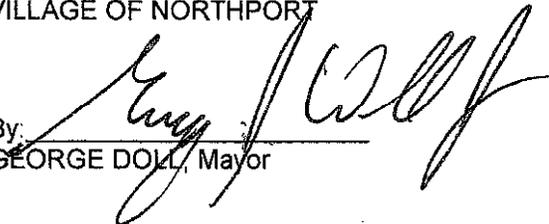
TOWN OF HUNTINGTON

By: 
FRANK P. PETRONE, Supervisor

VILLAGE OF ASHAROKEN

By: 
GREGORY B. LETICA, Mayor

VILLAGE OF NORTHPORT

By: 
GEORGE DOLL, Mayor

STATE OF NEW YORK)
) SS
COUNTY OF SUFFOLK)

On this 29th day of September 2014, before me personally came FRANK P. PETRONE, to me known, who being by me duly sworn, did depose and say that he is the SUPERVISOR of the TOWN OF HUNTINGTON, the municipal corporation described herein and which executed the foregoing instrument and that he signed his name thereto by order of the Town Board of the Town of Huntington.


Notary Public

DEIRDRE M. BUTTERFIELD
Notary Public, State of New York
No. 4610984
Qualified in Suffolk County
Commission Expires December 31, 2017

STATE OF NEW YORK)
) SS
COUNTY OF SUFFOLK)

On this 29th day of September, 2014, before me personally came GREGORY D. LETICA, to me known, who being by me duly sworn, did depose and say that she is the MAYOR Of the VILLAGE OF ASHAROKEN, the municipal corporation described herein and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Trustees the Incorporated Village of Asharoken.


Notary Public

DEIRDRE M. BUTTERFIELD
Notary Public, State of New York
No. 4610984
Qualified in Suffolk County
Commission Expires December 31, 2017

STATE OF NEW YORK)
) SS
COUNTY OF SUFFOLK)

On this 29th day of September 2014, before me personally came GEORGE DOLL, to me known, who being by me duly sworn, did depose and say that he is the MAYOR Of the VILLAGE OF NORTHPORT, the municipal corporation described herein and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Trustees the Incorporated Village of Northport.


Notary Public

DEIRDRE M. BUTTERFIELD
Notary Public, State of New York
No. 4610984
Qualified in Suffolk County
Commission Expires December 31, 2017