

## Sauquoit Creek Basin Intermunicipal Agreement

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between all or some of the following municipalities: the Villages of Whitesboro, Clayville, New Hartford, New York Mills, Yorkville; the Towns of Whitestown, Paris, New Hartford, Kirkland, Marshall, Bridgewater, Litchfield, Frankfort, and the City of Utica, which are hereinafter collectively referred to as Party or Parties, all being duly organized municipal corporations of the State of New York.

### WITNESSETH

WHEREAS, the Parties have all or a portion of their political boundaries within the area of land known and identified as the "Sauquoit Creek Watershed" (hereinafter "Watershed") as more fully identified and depicted on a Map attached herewith as Appendix A, and

WHEREAS, these parties have voluntarily formed the Sauquoit Creek Basin Steering Committee (BSC), an ad-hoc committee of municipal governments and stakeholders in the Watershed; and

WHEREAS, a key purpose of the BSC is to provide a forum for discussing issues related to Watershed management, flooding, recreation and quality of life, stormwater management, and the continuance of economic development within the Watershed; and

WHEREAS, a stormwater management study entitled "Sauquoit Creek Basin Watershed Management Study", Volumes 1-6, dated 1997 was prepared; and

WHEREAS, said study defines a long-term organizational structure and role for a future Watershed management entity to:

1. Identify and prioritize Watershed, flooding and stormwater management needs and projects within the Sauquoit Creek Basin;

2. Evaluate these priorities on a Watershed basis to determine potential effects or impacts of one project on another project; and
3. Discuss the potential for cost sharing, shared services, and/or sharing of equipment or other resources among Watershed municipalities and stakeholders to accomplish the identified needs, and

WHEREAS, the Parties intend that this agreement shall be an interim measure, between the BSC and a permanent entity, and that the Parties will continue to pursue a long term organizational structure which will be immune to the changes of political cycles, and

WHEREAS, the Parties are expressly authorized, pursuant to Article 5-G of the General Municipal Law to enter into intergovernmental agreements of this nature, and

WHEREAS, under General Municipal Law Section 119-O, municipalities may enter into contracts and agreements necessary to carry out their respective functions for the benefit of the municipality.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

I. a. Creation of Commission. There is hereby created an executive body to be known as the “Sauquoit Creek Basin Intermunicipal Commission”, hereinafter referred to as the “Commission”. Each of the respective municipal governing bodies shall, through the passage of a simple resolution, appoint their “Primary Representative” to the Commission. The Mayor shall appoint the representative from the City of Utica. Each respective municipality shall also designate one (1) “Alternate Representative” who shall regularly attend meetings and vote ONLY in the absence of the Primary Representative.

b. Each member of the Commission shall serve at the pleasure of his or her appointing municipal body or official. The Commission shall elect its own chairperson, vice chairperson, secretary and treasurer, provided, however, that the treasurer must be a fiscal officer of one of the municipalities that is a party to this agreement. A quorum

shall consist of a majority of the appointed members of the Commission. Except as otherwise provided herein, by law or by regulation of the Commission, the votes of a majority of the members present at any meeting shall be necessary for any affirmative action of the Commission and a two-thirds vote of the membership of the Commission shall be required for the incurring of debt.

c. The Commission shall also consist of an unlimited number of Non-Voting members. Non-voting members may include the following types of local, county, state and federal representatives: Legislators, department heads, and staff of County, State and Federal agencies or regional authorities whose work particularly affects or is particularly affected by watershed, flooding and stormwater management issues within the Sauquoit Creek Basin. These members may include, but are not limited to, representatives from: the Herkimer-Oneida Counties Comprehensive Planning Program, Oneida County Departments of Public Works, Water Quality and Water Pollution Control, and the County Health Department; other County level agencies or advisory boards such as: The Soil and Water Conservation District, Cornell Cooperative Extension of Oneida County, and the Oneida County Environmental Management and Water Quality Council; the New York State Departments of Environmental Conservation, Transportation, Health, Emergency Management, and the Department of State; Federal agencies such as The Army Corps of Engineers, Federal Emergency Management Administration (FEMA), etc.; other local government representatives who are NOT appointed or designated as the Primary or Alternate Representative such as: Town or Village Board members, Planning Board members, Codes Enforcement Officers, highway superintendents or highway staff, municipal engineers, municipal attorneys, etc.

d. All members shall be appointed for a two-year term commencing from the date of their initial appointment. The voting members of the Commission shall elect Commission officers. The officers shall include the Chairperson and Vice chairperson, the secretary and treasurer of the Commission. Such officers shall serve a two-year term from the date of their initial appointment.

e. The Commission, insofar as is permitted by law, shall have the following powers and duties:

The overall responsibility for and supervision of the construction, operation, maintenance, management of, and repayment of indebtedness incurred for approved projects. Without limiting the foregoing, the Commission shall:

1. Commit to forming a permanent entity which will take responsibility for continuing to operate, maintain and manage activities in the basin which will further the structure and role for a future watershed management entity.
2. Arrange for engineering services, acquisition of necessary lands and rights of way, preparation of bid specifications, letting of bids, arranging and supervising construction, hiring of appropriate personnel or contracting with public or private corporations to manage, service and operate the projects, assessing to each party to this agreement that portion of costs allocable to each party for the retirement of indebtedness and the costs of operation and maintenance in the manner hereinafter set forth, prepare budgets from which the foregoing assessments can be made, and provide for the acquisition of supplies, equipment, materials and labor necessary to construct, operate and maintain projects that are agreed upon and funded by the Commission;
3. Apply to governments, governmental agencies and private organizations including the United States Government, and the government of the State of New York, for such financial and other aid (including loans or grants) that may be available for said projects;
4. Provide for the enforcement of its rules and regulations which will be developed; and
5. Hire its own personnel or in lieu thereof to contract with any of the parties hereto or any other municipality or governmental agency or political subdivision for provision of personnel services, use of equipment, use of supplies, etc., and the

costs of such contracts and any related expenses shall be paid by the parties to this agreement in the manner hereinafter set forth.

f. If required by law to effectuate the purposes of this Agreement, the Parties hereto agree to designate one of the governing bodies of the Parties to implement this Agreement by executing documents, paying personnel, formally letting bids, and any actions that by law must be conducted by a governing body of a municipality and by law may not be conducted by or delegated to the Commission. Subject to the right of the Parties hereto to amend such designation herein made, the Parties hereby designate the Town Board of the Town of New Hartford ("Designated Municipality") to so implement the provisions of this Agreement. The Commission shall reimburse such Designated Municipality for all costs incurred by such municipality in rendering such services including any payroll and fringe benefit expenses. Such reimbursement shall be an expense of the Commission and shall be assessable against the parties hereto in the manner hereinafter set forth.

g. It is understood and acknowledged by the Parties that all Parties hereto have certain highway, non-highway and specialty equipment which is often unused by the respective municipality. The Parties therefore agree to make such equipment available for use by the other Parties to this agreement on an "as needed": and "as available" basis and each Party shall direct and authorize their respective highway and/or public works superintendent, as the case may be, (hereinafter referred to as "Superintendents"), to act pursuant to the terms of this Agreement.

II. Finances. Expenditures for all projects will be allocated on a money available basis. Funds and/or in-kind services will be collected, by project, from each Party on a voluntary basis. In-kind services may include cash or other in-kind contributions. Such costs of a project shall be borne by either a part or by all of the Parties within the referenced basin. The shares of funds and/or in-kind services, by project, shall be determined and accepted upon adoption of an appropriate resolution of the Commission.

III. Assignment of Personnel. If the Commission shall contract with any of the Parties for personnel services, any personnel of any municipality assigned to perform such services shall continue to be employees of the municipality from which they are assigned. All personnel so assigned and engaged in the operation or maintenance of any project agreed upon by the Commission shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed their duties for and in the municipality by which they are employed. To the extent required by law, the applicable Civil Service rules and regulations shall be observed.

IV. Duration of Agreement. This agreement shall expire on December 31, 2006, or at such time as any bonds issued by the Parties for the construction of any Commission Projects have been fully paid, satisfied and discharged. This agreement will expire sooner in the event that a permanent entity embodying the intent and purpose of the Commission herein is established prior to the aforementioned expiration date. This agreement may be modified at any time by unanimous agreement of all Parties hereto.

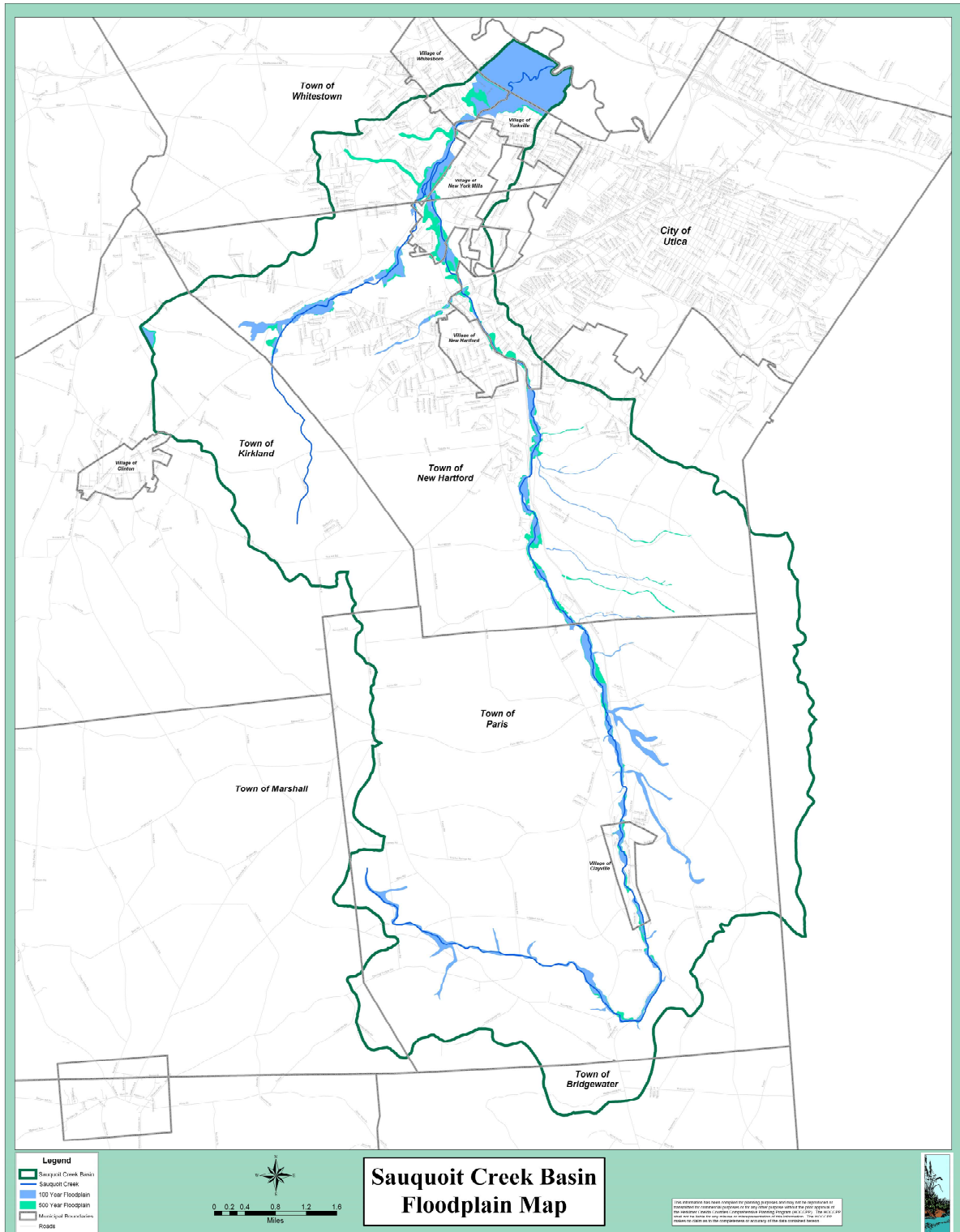
V. Authorization. The Parties hereto represent and warrant (a) that this agreement has been presented to the governing bodies of each of the Parties hereto; (b) that each such governing body has approved this agreement by a majority vote of the entire voting strength of its governing body and (c) that if required, all steps by way of public hearings and/or referendum or otherwise not taken at the time of execution of this agreement shall be taken within 90 days of the execution of this agreement. Within such 90-day period, each Party hereto shall certify whether or not all legal steps and approvals necessary to make this agreement a binding agreement upon such Party have been taken and whether or not this agreement is the valid, binding obligation of such Party. Such certification shall be made in triplicate and a copy delivered to the Town, City or Village Chief Executive Officer and the Clerk of all of the Parties hereto. Until the end of such 90-day period or until all certificates indicating approval are served, the Parties hereto shall continue to be governed by the Agreements and Modifications heretofore executed and presently in force.

VI. Insurance and Indemnification: Each Party shall carry general liability insurance covering its own equipment, including the operator. Such insurance shall protect both the owners of the equipment, and the Party receiving or accepting service, from any liability in the event of any claim arising during any exchange of equipment pursuant to this Agreement. Each Party hereto shall indemnify and hold harmless each other Party from and against any and all claims arising from any negligent act of commission or omission arising from such Party's performance of any of the terms of this Agreement.

VII. Illegality of Part. In the event that there shall be a final adjudication that any provision or provisions of this agreement is, are or shall be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this agreement, and such other provisions shall continue in full force and effect.

VIII. Validation and Reliance. Each of the Parties agrees to initiate, undertake and complete all proceedings which are necessary to adopt and effectuate this intermunicipal watershed agreement and to otherwise support this project, the Commission and the provisions of this agreement in accordance with all the applicable requirements of law. It is understood by the Parties hereto that each municipality has and will incur costs, expenses and liabilities in connection with all acts and proceedings required to effectuate this agreement and that each Party shall proceed to take the necessary steps to initiate, establish and operate the subject project and Commission in reliance upon the agreement of the other municipalities to do the same.

# APPENDIX A





SIGNATURES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

DONALD J. RYAN  
Printed name

Donald J Ryan 3/23/04  
Signature and Date

Village of New Hartford  
Municipality

\*\*\*\*\*  
RICHARD E. PUGH  
Printed name

Richard E. Pugh Mar. 23, 2004  
Signature and Date

Village of Whiteboro  
Municipality

\*\*\*\*\*  
Printed name

Matthew Pannon 3-24-04  
Signature and Date

Municipality

SIGNATURES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

BRUNO A. PETRUCCIONE

Printed name

*Bruno A. Petruccione* 3/23/04

Signature and Date

VILLAGE OF YORKVILLE

Municipality

\*\*\*\*\*

Robert M. Maciol

Printed name

*Robert M. Maciol* 3/23/04

Signature and Date

VILLAGE OF New York Mills

Municipality

\*\*\*\*\*

RALPH B. HUMPHREYS

Printed name

*Ralph B. Humphreys* 3-23-04

Signature and Date

NEW HARTFORD - TOWN OF

Municipality

\*\*\*\*\*