



INTERMUNICIPAL AGREEMENT

BETWEEN

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

**REGARDING OPERATION OF THE
CLIFTON-FINE COMMUNITY CENTER**

Enacted NOVEMBER 11, 2015
Amended November 7, 2016
Amended September 24, 2019



THIS INTERMUNICIPAL AGREEMENT (“Agreement”), entered into November 11 2015, 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 purpose of policies and rules is to provide a solid foundation for the operation of the Clifton-Fine Community Center to create a safe, effective, and beneficial resource for members of the Clifton-Fine Community.

II. DEFINITIONS:

1. “Towns” shall mean the Towns of Clifton and Fine, both located in St. Lawrence County, New York.
2. “Community Center” shall mean the Clifton-Fine Community Center, located in the Hamlet of Star Lake, St. Lawrence County, New York.
3. “Joint Town Boards” 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.

III. EMPLOYEES:

1. Positions and Duties: Community Center employees have the following duties:
 - a. Maintenance Employee: is an hourly position responsible for activities to maintain and repair the community center as needed.
 - b. Custodial Worker: is an hourly position responsible for cleaning the restrooms and main hall on a weekly basis. This employee also takes care of the outside deck furniture, putting it away in the fall and putting it back out on the deck in the spring.

IV. BOARD AUTHORITY & RESPONSIBILITY:

1. Ownership. The Towns jointly own and operate the Clifton-Fine Community Center.
2. Joint Responsibility. The Towns share equally the fiscal and legal responsibilities of the Community Center. The Towns have joint authority and responsibility for, and shall jointly do the following:

- a. Adopt an Annual Budget;
 - b. Approve any unbudgeted expenditures over \$1,000.00;
 - c. Adopt all building rental and use fees;
 - d. Approve any gift of Community Center use or trade of services;
 - e. Adopt employee wages;
 - f. Hire and dismiss Community Center employees;
 - g. Adopt job descriptions for all Community Center employees;
 - h. Approve any alterations to the Community Center;
 - i. Adopt policies and procedures to guide employees in their daily decision-making;
 - j. Adopt a Building Use Policy for Community Center use; and
 - k. Delegate authority to Community Center employees to ensure Community Center procedures and rules are obeyed to maintain efficient Community Center operations.
3. Town of Fine Responsibility. The Town of Fine is responsible for the fiscal management and record-keeping of the Community Center.
- a. The Town of Fine policy and procedure manual will apply to Community Center employees, unless otherwise specified in this Agreement or in the jointly adopted Community Center Policies & Procedures Agreement.
 - b. The Town of Fine fiscal procedures and practices, including the procurement policy, will apply to the Community Center.
 - 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 Community Center funds.
 - d. The Town of Fine agrees that copies of all reports (e.g., Fire Alarm Monitoring, Fire Suppression Inspections, and Health Department Inspections) will be provided to the Town Clerk of Clifton for distribution. The Town of Fine agrees that copies of the Code Enforcement Officer Fire Safety Inspection Report will be provided to the Town Clerk of Clifton for distribution.

V. **POLICIES:**

1. **Times of Operation.** The Office of The Aging pays rent and has use of the building Monday – Friday from 8:30 AM – 2:00 PM, except holidays. The Kitchen Manager opens the building for the meal program and is responsible for the kitchen area. All other uses for the building are reserved through the Town of Fine Town Clerk.
2. **Fees.** All fees are set by resolution of both town boards. All fees are collected prior to the time of use. Deposits will be returned only if the building is left in the same condition as before use. The kitchen manager or custodian will report any problems after building use to the Fine Town Clerk. Repairs for damages, other than normal use, will be billed to the renter. If the repair bill is not paid, the renter will not be allowed to use the building again.
3. **Alcohol.** Alcohol is not permitted in the building. If someone is causing a disturbance or appears intoxicated, they will be asked to leave the property. No refunds will be permitted for the use of the building.
4. **Tobacco.** There is no smoking allowed inside the Community Center. There should also be no smoking just outside the doorway to the building. If someone must smoke, they need to do so away from the building.
5. **Animals.** No animals are allowed inside the Community Center, exception is made for service dogs.
6. **Damage.** Community Center property will not be defaced or destroyed. Any person, group or organization that is found to have caused damage will be held financially responsible for the damages. This may also result in denial of further Community Center use.

VI. **OPERATIONAL PROCEDURES:**

1. The Joint Town Boards shall meet together to conduct Community Center business on the first Wednesday in April and the first Wednesday in October 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.

VII. **MISCELLANEOUS:**

1. Severability. 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.
 - i. 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.
 - ii. 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.
 - i. 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 duly convened meeting thereof. The 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.
 - ii. 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 duly convened meeting thereof. The 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.

- i. 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.
 - ii. 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 Community Center.
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: _____

Charles Hooven
Town Supervisor

Connie Snider
Town Supervisor

Clifton-Fine Community Center

Building Checklist

Before you lock up, please be sure to do the following:
(Failure to do so may result in the loss of your deposit)

- Please clean kitchen counters, bar, microwave, stove and sink
- Please clean bathroom and flush toilet
- Please sweep and mop all floors
- Please put tables & chairs back the way you found them
- Please take your trash with you
- Please turn off all lights
- Please make sure all windows & doors are closed
- Please lock the front door on your way out
- Please remember to return the key to the Fine town office. You can either place it in the drop box outside the door at the office building, or return it on the next business day to the Fine Town Clerk.

CLIFTON-FINE COMMUNITY CENTER

