



## The Nuts & Bolts of Intermunicipal Agreements

A Division of New York Department of State

May 10, 2016

---

---

---

---

---

---

---

---

May 10, 2016

2

## Intermunicipal Agreements Overview

- Introduction – Local Government Efficiency
- Intermunicipal Agreements
  - Opportunities & Benefits, Potential Barriers & Strategies
- Legal Authority
- Definitions
- Participants
- Developing Intermunicipal Agreements
- Around New York State

A Division of New York Department of State



---

---

---

---

---

---

---

---

May 10, 2016

3

## Local Government Efficiency Program Goals

- Implement Governor Cuomo's and Secretary of State Peralas's directives to:
  - Reduce Property Taxes
  - Improve Efficiencies in Service Delivery
  - Regionalize Development Benefits
  - Implement Smart Growth Objectives
  - Optimize Energy Efficiency Opportunities
  - Efficient Deployment of State Resources

A Division of New York Department of State



---

---

---

---

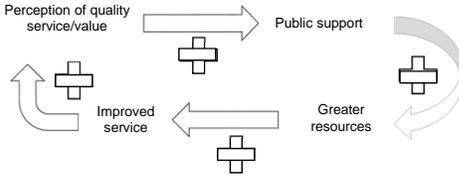
---

---

---

---

### Why change the way we provide services?




---

---

---

---

---

---

---

---

### Options for Municipal Cooperation

- **Functional options**
  - Intermunicipal cooperation – local governments act cooperatively to provide services and facilities
- **Structural options**
  - Consolidation – 2 towns, 2 special districts, town/village
  - Village Dissolution
  - Coterminous Town/Village

---

---

---

---

---

---

---

---

### Functional Cooperation

- **Service agreements**
  - One municipality agrees to provide services to another for a fee. Fees are sometimes transferred through a swap of resources or exchange of services.
- **Joint agreements**
  - Municipalities work together to provide services.

---

---

---

---

---

---

---

---

## Functional Cooperation

- One size does not fit all
- Municipalities can customize agreements to fit local conditions
- Contracts may include service swaps, fees for service and equipment exchange
- Cooperative services can be shared by contiguous and non- contiguous municipalities and districts

---

---

---

---

---

---

---

---

## Intermunicipal Partnerships

- State policies encourage intermunicipal partnerships and state agency cooperation in many areas, including:
  - Enforcement of the Uniform Building Code
  - Local records management
  - Local Waterfront Revitalization Programs
  - Water supply and waste water disposal
  - Solid waste management and resource recovery

---

---

---

---

---

---

---

---

- The Nuts & Bolts of Intermunicipal Agreements

## INTERMUNICIPAL AGREEMENTS

---

---

---

---

---

---

---

---

### Why create an IMA?

- To protect you and your community in case of litigation.
- To clearly state the tasks and arrangements between the partners.
- To eliminate misunderstanding and promote fairness.
- To facilitate changing the arrangement.
- To promote continuity when personnel or elected officials change.

---

---

---

---

---

---

---

---

### What's the Difference?

#### Memorandum of Understanding

- Between two or more parties to work together cooperatively on an agreed upon project or meet an agreed upon objective
- Typically **not** binding

#### Intermunicipal Agreement

- Mutual understanding between two or more municipal parties
- Typically a binding agreement

---

---

---

---

---

---

---

---

### Types of Agreements

- Basic municipal cooperation agreement types
  - Joint or cooperative agreement
    - Jointly or cooperatively perform a particular activity or project where there may be a pooling of resources to achieve a mutually beneficial goal.
  - Service agreement
    - One or more of the participants may contract to provide a service or perform a function for the other participants.

---

---

---

---

---

---

---

---



Used with permission.

POWER, P. ZERBY © 2-17-95

---

---

---

---

---

---

---

---

### Opportunities & Benefits of Municipal Cooperation

- More efficient use of resources
- Cost savings
- Increased coordination and effectiveness
- Increased access to other grants
- Opportunities to build trust in community
- Coordinated response to common problems and opportunities

---

---

---

---

---

---

---

---

### Potential Barriers

- Loss of local control over service delivery
- Loss of community identity
- Loss of authority over employees
- Possible increase in distances traveled for services
- Fear of job loss if services are combined
- Political landscape

---

---

---

---

---

---

---

---

### Strategies for Cooperation

- Identify Opportunity
- Conduct Feasibility Analysis
- Negotiate Agreement
- Build and Maintain Support
- Anticipate Roadblocks

---

---

---

---

---

---

---

---

### Legal Authority

- New York State Constitution
  - Article IX, Section 1(c)

Local governments shall have power to agree, ..... with one or more other governments .... to provide cooperatively, jointly or by contract any facility, service, activity or undertaking which each participating local government has the power to provide separately.

---

---

---

---

---

---

---

---

### Legal Authority

- General Municipal Law
  - Article 5-G

municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project.

---

---

---

---

---

---

---

---

### Definitions

- “Municipal Corporation”
  - a county outside the City of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district. (GML §119-n[a])
- “District”
  - A county or town improvement district for which the county or towns in which such district is located is required to pledge its faith and credit for the payment of debt service on indebtedness issued for purposes of the district (GML §119-n[b])

---

---

---

---

---

---

---

---

### Definitions

- “Joint service”
  - ... provision of any municipal facility, service, activity, project or undertaking or the joint performance or exercise of any function or power which each ... has the power ... to provide, ... , separately... ” (GML §119-n[c])

---

---

---

---

---

---

---

---

### Definitions

- “Voting strength”
  - “...the aggregate number of votes which all the members of the local governing body of a municipal corporation or district are entitled to cast” (GML §119-n[e])

---

---

---

---

---

---

---

---

- The Nuts & Bolts of Intermunicipal Agreements

### Participants

---

---

---

---

---

---

---

---

### Local Governments

- Counties 57 + 5 NYC Burroughs
- Cities 62
- Towns 932
- Villages 445
- School Districts 698
- Special Improvement Districts 7,791

---

---

---

---

---

---

---

---

### Content

- Nature of the Agreement.
- Joint Agency
- Scope of Service
- Personnel
- Service Charges
- Liabilities of the Parties
- Contract Term, Amendment and Termination

---

---

---

---

---

---

---

---

### Nature of the Agreement

- Identify the local governments involved
- Describe the type of service to be performed
- Explain the reasons for entering into the contract and cite the statutory authority for the arrangement.
- Definitions of key terms in the contract language.

---

---

---

---

---

---

---

---

### Joint Agency

If a joint body or agency will administer a joint service, the agreement should:

- Specify the composition of that body
- Method of selection of its members and officers, and their duties
- Spell out the authority and responsibilities of the joint agency
- Number and frequency of its meetings
- Procedures for calling special meetings

---

---

---

---

---

---

---

---

### Scope of Service

- Performance standards for the proposed service
- Limitations on the availability
- When the service will be available
- Provisions for increase or reduction of service level

---

---

---

---

---

---

---

---

### Personnel

#### Staffing a joint body or agency

- Each municipality contributes a portion of the work force
- Designation of one local government as employer for all staff
- Reimbursement for costs related to employment of joint staff and admin costs

---

---

---

---

---

---

---

---

### Personnel

- Civil Service Law §70(2)
  - Transfer of personnel upon the transfer of function from one governmental entity to another
- Civil Service Law §70(5)
  - Specifically addresses transfer of police personnel
- Civil Service Law §83 through §83-g
  - Provides for the creation of a Police Advisory Board when a consolidation occurs

---

---

---

---

---

---

---

---

### Property

#### Define ownership of property

- Property acquired as “tenants in common” or “undivided interest”
- Property acquired by one participant, and administered together; or
- Title to the property as joint tenants

#### Disposition upon termination of the agreement

---

---

---

---

---

---

---

---

### Service Charges

- The amount, times and method of payments
- How charges will be developed
  - Charges may be levied as:
    - flat rates (daily, weekly or otherwise),
    - actual "out-of-pocket" expenses,
    - population,
    - assessed valuation, or
    - a combination of these and other factors
- Renegotiation of charges periodically during term

---

---

---

---

---

---

---

---

### Liability of the Parties

- IMAs present an opportunity to negotiate and include insurance requirements and indemnification language.
  - Hold Harmless/Indemnification Agreements
  - Insurance Procurement Agreements
- Review IMAs with insurance providers early.
- Review policies from partners to ensure adequate coverage.

---

---

---

---

---

---

---

---

### Contract Term, Amendment and Termination

- General Municipal Law Section 119-o(2)(j)
  - Limited to a term of 5 years
  - Or to the useful life under § 11 of the Local Finance Law for a capital improvement for which indebtedness is contracted
  - Whichever is longer
- An IMA must have terms to start, stop, and reauthorize

---

---

---

---

---

---

---

---

### Contract Term, Amendment and Termination

- An IMA may be renewed by the governing bodies...
  - May NOT contain a clause that renders the IMA automatically renewed unless terminated.
  - Renewal or extension must require an active, comprehensive review by the participating governing bodies.

---

---

---

---

---

---

---

---

- The Nuts & Bolts of Intermunicipal Agreements

### What's occurring Around New York State?

---

---

---

---

---

---

---

---

### Town of Evans

- Consolidation of town and village police departments




---

---

---

---

---

---

---

---

### Town of Evans/Village of Angola

- Challenges
  - Duplicative services of two police departments.
- Solution
  - \$125,772 shared services grant to assist with consolidation and training expenses.




---

---

---

---

---

---

---

---

### Town of Evans/Village of Angola

- Results
  - Annual savings of \$350,000 or \$7.00 per \$1,000 in assessed value for Village residents.
  - Village officers are working for Town.
  - Perception of increased service in Village.




---

---

---

---

---

---

---

---

### Ulster County

- Highway consolidation in Ulster County




---

---

---

---

---

---

---

---

## Ulster County

- Challenge
  - County population doubled between 1950 and 2000, in areas away from traditional centers.
  - Increasing costs to maintain approximately 2,000 miles of roads

---

---

---

---

---

---

---

---

## Ulster County

- Solution
  - Analysis that identifies combining either space, service, departments, or employees resulting in positive outcomes/cost savings/increase in quality or quantity of service delivery.
  - Automatic Vehicle Locator (AVL) program will operate under the County's Information Services Department umbrella and will allow for the consolidated deployment of 241 highway vehicles and equipment without jurisdictional boundary restrictions.

---

---

---

---

---

---

---

---

## Ulster County

- Outcome
  - AVL program allows municipalities to determine vehicle locations and to identify time and cost efficiencies.
  - Ulster county contracting with municipalities for snow plowing




---

---

---

---

---

---

---

---

### Town of Cape Vincent

- Joint town and village water supply project in Jefferson County




---

---

---

---

---

---

---

---

### Town of Cape Vincent

**Challenge:**

- Town wells unreliable and contaminated and Village water tank deficient in condition and size.

**Opportunity:**

- New Town water district and shared Village water tank, partially funded with \$400,000 SMSI grant.

**Solution:**

- Expected savings: \$1 million up-front plus \$200 per household in annual fees and costs.

---

---

---

---

---

---

---

---

### Town of Ripley

Joint sewer cleaning program in Chautauqua County




---

---

---

---

---

---

---

---

### Town of Ripley

**Challenge:**

- Emergency responses to wastewater transmission disruptions are inefficient and costly.

**Opportunity:**

- Cleaning equipment shared by six municipal partners, funded with \$92,250 SMSI grant.

**Solution:**

- Expected savings: \$50,000 per annum in reduced maintenance and repair costs.

---

---

---

---

---

---

---

---

### Schuyler County

- Centralized records management in Schuyler County




---

---

---

---

---

---

---

---

### Schuyler County

**Challenge:**

- Shortages of space and personnel for records management among County municipalities.

**Opportunity:**

- Centralized records management facility funded by \$100,000 SMSI grant.

**Solution:**

- Estimated savings: \$50,000 per annum in reduced operating costs.

---

---

---

---

---

---

---

---

### Municipal Cooperation Examples

- Highway Consolidation & Cooperation
- Shared Fuel and Maintenance Facilities
- Administrative Services
  - Consolidated school business office
  - Maintenance, Purchasing and Technology Service




---

---

---

---

---

---

---

---

### Municipal Cooperation Examples

- Emergency Services
  - School and County
  - Emergency Training Center
  - Coordinated Police and Court Service
- Shared Utility/Utility Aggregation




---

---

---

---

---

---

---

---

### Municipal Cooperation Examples

- Sustainable Community Development
  - Zoning, Planning, Code Enforcement
  - Economic Development
  - Transportation




---

---

---

---

---

---

---

---

### On the Web

<http://www.dos.ny.gov/LG>

- Intermunicipal Agreements
- Shared Service Studies and Outcomes
- Legal Framework for Service Delivery
- Links to Additional Resources

---

---

---

---

---

---

---

---

### Additional Resources

- New York State Department of State  
– <http://www.dos.ny.gov>
- Office of the State Comptroller
- Regional Planning Agencies
- Academic Partners

---

---

---

---

---

---

---

---

### New York Department of State

(518) 473-3355 Training Unit

(800) 367-8488 Toll Free

Email: [localgov@dos.ny.gov](mailto:localgov@dos.ny.gov)

Website: [www.dos.ny.gov](http://www.dos.ny.gov)

[www.dos.ny.gov/lg/](http://www.dos.ny.gov/lg/)




---

---

---

---

---

---

---

---

## **CONSOLIDATION OF FIRE ENTITIES**

Article 17-A of the General Municipal Law addresses the consolidation and dissolution of local government entities and defines several terms related to that process. In relation to the fire service, the terms apply to fire districts, fire protection districts, fire alarm districts, or joint fire districts. To further guide you, we provide the following definitions:

### **Consolidation of Fire Entities**

Consolidation of fire entities involves the combination of two or more existing fire entities to create a new fire entity. Upon consolidation, each fire entity ceases to exist and is replaced by a new fire entity, or all the fire entities cease to exist but the one which absorbs the other fire entities. The result is a fire entity with one governing body having jurisdiction over the combined areas.

### **Dissolution of a Fire Entity**

Dissolution is a process whereby a fire entity ceases to exist as a jurisdictional unit.

### **Fire Alarm District**

A fire alarm district is a geographic area of a town that is provided fire protection pursuant to contract with any city, village, fire district or incorporated fire company. It is similar to a fire protection district.

### **Fire Company**

A fire company is a subunit of a fire department. It may be a membership group of a fire department, or it may be incorporated as a membership corporation under the Not-for-Profit Corporation Law. The board of fire commissioners of a fire district may organize, operate, maintain and equip fire companies, and provide for the removal of the members for cause.

### **Fire Department**

In cities and villages, fire protection is commonly provided by a municipal fire department, composed of career and/or volunteer firefighters. In towns, fire protection is not a municipal function but is provided by a fire district or pursuant to contract with a fire protection district. The fire department of a fire district encompasses all fire companies organized within the district, with the members appointed by the board of fire commissioners.

### **Fire District**

A fire district is a political subdivision located within a town or towns. A fire district is established for the purpose of providing fire protection and response to emergencies. It is a political entity with an elected board of fire commissioners, administrative officers, and expenditure limitations. A fire district is dependent on the town or towns as a means to its initial creation, extension and dissolution. The board of fire commissioners has the power to incur indebtedness and to require the levy of taxes on behalf of the fire district. Fire district taxes are assessed, levied, and collected at the same time and in the same manner as town taxes.

### **Fire Entity**

In this publication, the term "fire entity" refers to a fire district, fire protection district, fire alarm district, or joint fire district.

### **Fire Protection District**

A fire protection district is a geographic area of a town or towns that is provided fire protection pursuant to contract with any city, village, fire district or incorporated fire company. It is an assessment area within which a town can contract for limited services and assess the cost back against the taxable properties within the district. A town board can create a fire protection district, consolidate adjoining fire protection districts, alter the boundaries of a fire protection district, or dissolve a fire protection district on its own motion or by petition.

### **Joint Fire District**

A joint fire district is created by the town board(s) and the board(s) of trustees of a village. At the same time the joint fire district is established, the town board(s) and the village board(s) of trustees of each participating municipality shall, by local law, dissolve any existing fire, fire alarm or fire protection districts contained within the joint fire district.

### **Not-For-Profit Fire Corporation**

A fire corporation is a special not-for-profit corporation formed to provide fire protection to a fire district, fire protection district or village under contract with the governing body (board of fire commissioners, town board, or village board of trustees). A fire corporation is under the control of the city, village, fire district or town authorities having control over fire protection in the area.

**MUNICIPAL COOPERATIVE AGREEMENT**  
**PURSUANT TO ARTICLE 5-G GENERAL MUNICIPAL LAW**

**THIS AGREEMENT**, made by and between

The **TOWN OF LANCASTER**, a municipal corporation in the State of New York having its offices at 21 Central Avenue, Lancaster, New York, hereinafter known as **TOWN**, and

The **VILLAGE OF LANCASTER**, a municipal corporation in the State of New York, having its offices at 5423 Broadway, Lancaster, New York 14086, hereinafter known as **VILLAGE**.

**W I T N E S S E T H**

**WHEREAS**, the Village of Lancaster is desirous of consolidating and merging its Building Inspector's Office into the Office of the Building Inspector of Town of Lancaster at a cost to the village which is less than operating the Village department separately, and

**WHEREAS**, the Town of Lancaster is desirous of affording the Village the beforementioned relief by undertaking Village building inspection duties and responsibilities in return for fair consideration paid by the Village to the Town, and

**WHEREAS**, the parties agree that this action will generate tax savings to Village residents while at the same time providing revenue to the Town which will be sufficient to cover any additional costs incurred by the Town of Lancaster, such arrangement to be beneficial to all taxpayers in the Village and Town of Lancaster; and,

**WHEREAS**, the Town Building Inspection Department commenced this service to the Village on August 1, 2000;

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. The Town of Lancaster Building Inspector's office shall undertake the

following services, duties and responsibilities for the Village:

- Attendance at village board meetings;
- Attendance at planning board meetings;
- Attendance at zoning board hearings;
- Attendance at village court when necessary;
- Attendance at such matters as reasonably requested by the village board;
- Process and inspect all building and plumbing permit applications;
- Issue plumbing licenses in conformance with the Village code;
- Process and respond to code violations and complaints
- Perform fire inspections;
- 24-hour availability for Fire Department and Police Department building related emergencies; and
- Respond to inquiries by the village board as to any of the above matters.

2. In return for the town undertaking the inspection work for the Village the Town shall receive the following forms of consideration from the Village::

- a) The Village shall pay to the Town the sum of \$23,000 annually as consideration for the administrative services performed by the Town. The payment shall be made in two (2) installments: the first on June 30th and the last on December 30th . The first payment on June 30, 2001 shall be adjusted and prorated from the effective date of this Agreement;.
- b) The Village shall pay to the Town the sum of \$7,000. annually which the Town will then pay to the Town Building Inspector as compensation in administering the services performed by the Town for the Village. This compensation shall be retroactive to September 1, 2000 to the Building Inspector. Payment shall be made on January 1st each year with the exception of 2001 when payment is due upon full execution of this Agreement.
- c) The Town shall also retain all permit and licensing fees collected on behalf of the Village by the Town of Lancaster Building Inspector's Office.

3. All violations in the Village of Lancaster shall be made returnable in the Village of Lancaster Justice Court and further all fines imposed shall be retained by the Village

of Lancaster.

4. All building permits to be issued in the Village of Lancaster shall continue to be approved by the Lancaster Village Board.

5. The Lancaster Village Board, Village Planning Board and Zoning Board of Appeals shall continue to exercise all authority vested in these bodies by the laws of the State of New York and the Code of the Village of Lancaster.

6. The Village of Lancaster shall transfer to the Town of Lancaster Building Inspector's Office all files, filing cabinets and building department records.

7. This Agreement shall remain in full force and effect until either of the parties shall notify the other of the termination of this Agreement which Notice must be made six (6) months prior to its effective date of termination. Should this Agreement be terminated, the Town of Lancaster shall transfer to the Village of Lancaster all Village files, filing cabinets and building department records.

8. This Agreement represents the entire Agreement of the parties and may not be modified or amended except by a written instrument duly approved by each of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto hereby affix their hands and seals  
this 26<sup>th</sup> day of February, 2001.

**TOWN OF LANCASTER**

By: Robert H. Giza, Supervisor

**VILLAGE OF LANCASTER**

By: William G. Cansdale, Mayor

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:  
TOWN OF LANCASTER)

On this 26<sup>th</sup> day of February, 2001 before me personally came ROBERT H. GIZA, to me known to be the Supervisor of the Town of Lancaster, New York, and the person who executed the foregoing instrument on behalf of the Town of Lancaster, New York, who being by me duly sworn, did depose and say that he executed the said instrument by Order and resolution of the Town Board of the Town of Lancaster, New York, and that the Seal affixed is the Seal of such Town and that it was so affixed thereto by Order of the Town Board of said Town.

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:  
TOWN OF LANCASTER)

On this 8<sup>th</sup> day of March, 2001 before me personally came WILLIAM CANSDALE, to me known, who being by me duly sworn, did depose and say that he resides in the Village of Lancaster, New York; that he is the Mayor of the Village of Lancaster, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the Seal affixed to said instrument is the Seal of said Village; and that he signed his name thereto by Order of the Board of Trustees of said Village..

*Attachment E Draft Intermunicipal Agreement*

INTERMUNICIPAL AGREEMENT FOR  
RECORDS MANAGEMENT AND STORAGE

THIS AGREEMENT is made among and between the following municipal entities pursuant to GML Article 5-G for the purpose of creating and administering a shared records management and storage facility on the premises of the Watkins Glen Central School District:

County of Schuyler, 105 Ninth St., Watkins Glen, N.Y. 14891  
Village of Watkins Glen, 303 N. Franklin St., Watkins Glen, N.Y. 14891  
Town of Dix, 304 7<sup>th</sup> St., Watkins Glen, N.Y. 14891  
Town of Hector, 5097 NYS Route 227, Burdett, N.Y. 14818  
Watkins Glen Central School District, 301 Twelfth St., Watkins Glen, N.Y. 14891

**1. GENERAL INTENT:**

The parties hereto generally intend to establish, create, maintain, staff and fund a joint or shared municipal records management and storage facility on the premises of the Watkins Glen Central School District in a building known as the former bus garage. The attached shared municipal services incentive grant applicant shall be incorporated by reference herein as a guide to the participants in the project.

**2. PHYSICAL FACILITIES:**

The Watkins Glen Central School District shall contribute to this project the physical space in the old bus garage as identified in "Attachment A" hereto. The County of Schuyler will provide capital improvement funds necessary to render the physical space suitable for records management and storage purposes. The county will also provide a full time county employee as records manager and a staff member for the facility. The records manager position is a currently authorized county position; the staff position remains to be created.

**3. ONGOING FACILITY EXPENSES:**

All expense items attributable to the operation of the physical facility, to include utilities, insurance, maintenance, repair, security, etc., of every kind or nature shall be shared between the County and the participating towns and village. The county shall be responsible for ordinary maintenance and repair for that portion of the building leased. "Ordinary maintenance and repair" shall include routine cleaning, facilities upkeep, snow removal and interior painting. Major repairs will be the responsibility of the School District. "Major Repairs" shall mean: (1) Structural repairs to the entire building. "Structural repairs" shall mean those repairs defined as structural under the NYS Uniform Fire and Building Code.

**4. OTHER PARTICIPANTS (Village and Towns):**

The County shall be the sole manager of the facility and be responsible for overall administration and day-to-day operations. However, confidential records from any

participant shall be maintained in confidence and, if required, be accessed only by a particular participant's agents and employees.

5. **MANAGEMENT OF DAY-TO-DAY OPERATIONS:**

The day-to-day operations of the leased premises to include hours of operation, record access and retrieval, persons authorized to enter, and the general administration of the facility shall be as set forth by the county in consultation with the Records Manager and School District. The county shall make adequate space available to the School District for records storage under such terms as the parties may agree.

6. **MODIFICATIONS TO AGREEMENT:**

Any party hereto may request a modification of this agreement. Changes may be made by mutual agreement of particular parties affected or by all parties if the change affects all parties. In the event of disagreement the County reserves the right to determine the issue and such determination shall be binding on all parties.

7. **FUTURE PARTICIPANTS:**

Additional public participants as defined in Article 5-G of the GML may be added to this agreement. From time-to-time other municipal entities may sub-lease space from the county in the facility on such terms and conditions as they may mutually agree by means of intermunicipal agreements or sub-leases, etc. All such agreements/sub-leases shall be approved by the entities respective governing bodies. Any subsequent agreement or sub-lease shall be subject to the terms and conditions of this lease. The terms of any intermunicipal agreement or sub-lease hereafter entered shall be determined by the County of Schuyler and the avails thereof shall inure solely to said county.

8. **RULES AND REGULATIONS:**

The day-to-day operations of the shared facility, to include hours of operation, record access and retrieval, security, etc., shall be set forth as an attachment hereto. However, the rules and regulations may be changed on concurrence of the County Administrator and the Records Manager and shall not require the separate, formal approval of the municipal entities' governing bodies. Objections to, or suggestions regarding the rules and regulations may be forwarded by the governing body of a participating municipality to the County Administrator for consideration.

9. **TERM OF AGREEMENT:** The initial term of this agreement shall be fifteen (15) years, with the option to renew on the same terms and conditions.

10. **APPROVALS:** There is attached hereto a formal resolution enacted by the governing body of each municipal participant approving this agreement.





**TOWN OF HECTOR**

**BY:**

STATE OF NEW YORK )

) SS.:

COUNTY OF SCHUYLER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me on the basis of satisfactory evidence, that he/she resides in \_\_\_\_\_, New York, that he/ she is the \_\_\_\_\_ of \_\_\_\_\_ the municipal corporation described herein, and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_, that he/ she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said \_\_\_\_\_, and that by his/her signature, he/she has executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**WATKINS GLEN CENTRAL SCHOOL DISTRICT**

**BY:** \_\_\_\_\_

STATE OF NEW YORK )

) SS.:

COUNTY OF SCHUYLER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me on the basis of satisfactory evidence, that he/she resides in \_\_\_\_\_, New York, that he/ she is the \_\_\_\_\_ of \_\_\_\_\_ the municipal corporation described herein, and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_, that he/ she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said \_\_\_\_\_, and that by his/her signature, he/she has executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC