

**INTER-MUNICIPAL AGREEMENT**

BETWEEN THE  
COUNTY OF NASSAU,  
TOWN OF NORTH HEMPSTEAD,  
TOWN OF OYSTER BAY,  
INC. VILLAGE OF SEA CLIFF,  
INC. VILLAGE OF ROSLYN,  
INC. VILLAGE OF ROSLYN HARBOR,  
INC. VILLAGE OF FLOWER HILL,  
INC. VILLAGE OF SANDS POINT, AND  
THE CITY OF GLEN COVE

Agreement made and entered into this 14 day of May, 2007<sup>8</sup>, by

and between the municipal corporations: the COUNTY OF NASSAU, 1 West Street, Mineola, New York 115001; the TOWN OF NORTH HEMPSTEAD, 220 Plandome Road, Manhasset, New York 11030; the TOWN OF OYSTER BAY, 54 Audrey Avenue, Oyster Bay, NY 11771; the INC. VILLAGE OF SEA CLIFF, Sea Cliff Avenue, P.O. Box 340, Sea Cliff, New York 11579; the INC. VILLAGE OF ROSLYN, 1200 Old Northern Blvd., Roslyn, New York 11576; the INC. VILLAGE OF ROSLYN HARBOR, 500 Motts Cove Road S., Roslyn Harbor, New York 11576; the INC. VILLAGE OF FLOWER HILL, One Bonnie Heights Road, Manhasset, New York 11030; the INC. VILLAGE OF SANDS POINT, P.O. Box 188, Port Washington, New York 11050 and the CITY OF GLEN COVE, 9 Glen Street, Glen Cove, New York 11542, (hereinafter collectively known as the "MUNICIPALITIES").

WITNESSETH;

WHEREAS, the MUNICIPALITIES recognize the importance of Hempstead Harbor as a vital coastal ecosystem essential to the environmental and economic well being of the people in the surrounding communities and as a significant coastal fish and wildlife habitat as noted by the U.S. Fish & Wildlife

Service (1991) and the New York State Department of State (1987 and 2005) and as part of an important bird area of New York State (2005) by Audubon New York; and the MUNICIPALITIES are deeply concerned with the existing degradation of Hempstead Harbor and the potential for further degradation due to a variety of pollutant sources, including but not limited to stormwater runoff, petroleum spills, industrial effluent, illegal dumping, floatable debris and boat waste: and

WHEREAS the MUNICIPALITIES recognize the waters, tributaries and wetlands of Hempstead Harbor comprise a precious resource worthy of protection and wish to protect, restore and enhance Hempstead Harbor so as to ensure a healthy and diverse marine ecosystem while balancing and maintaining recreational and commercial uses; and are in agreement that the future health and productivity of Hempstead Harbor requires a coordinated effort dedicated to the protection and enhancement of the Hempstead Harbor area; and

WHEREAS in 1996 the MUNICIPALITIES previously entered into a Cooperation Agreement which provided for the formation and initial funding of the Hempstead Harbor Protection Committee (hereinafter referred to as the "COMMITTEE" and which allowed the COMMITTEE to receive grant funding from the State of New York and produce a Water Quality Improvement Plan for Hempstead Harbor (1998); and

WHEREAS, the COMMITTEE has prepared a comprehensive Water Quality Improvement Plan for Hempstead Harbor (1998) and a Harbor

Management Plan for Hempstead Harbor (2004), both of which were officially adopted by all nine member municipalities and both of which set forth long range goals and plans for the use and improvement of Hempstead Harbor; and

WHEREAS, the heretofore mentioned initial Cooperation Agreement has since expired; and

WHEREAS the MUNICIPALITIES are required by the federal Clean Water Act's Phase II regulations and by New York State's Phase II stormwater regulations (SPDES General Permit No. GP-02-02) to develop and implement Stormwater Pollution Prevention Plans and Annual Compliance Reports; and

WHEREAS the federal and state governments encourage and support the formation of inter-municipal partnerships like the COMMITTEE and promote their use as the most effective and cost-efficient means to address the Phase II stormwater regulations; and

WHEREAS the annual Phase II compliance reporting forms require the MUNICIPALITIES to specify the legally-binding agreement(s) under which they are working as partners on their stormwater management programs; and

WHEREAS the MUNICIPALITIES desire to enter into an agreement so that they may continue their work together as the COMMITTEE so that they may carry out the goals and responsibilities set forth herein; and

WHEREAS the NYS General Municipal Law Section 119-o authorizes agreements for the performance of various functions, powers and duties between municipal corporations;

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

1. Each of the nine separate MUNICIPALITIES shall appoint one official representative to the COMMITTEE.
  
2. The goals of the COMMITTEE are as follows:
  - i. To improve the water quality of Hempstead Harbor so that all waters of the harbor will consistently meet water quality standards for bathing, swimming and fishing;
  - ii. Improve the water quality of Hempstead Harbor so that it will once again be classified as an area suitable for the harvesting of shellfish for human consumption;
  - iii. 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;

- iv. Control and reduce point and nonpoint source pollution affecting Hempstead Harbor and its environs;
  - v. Assist in the achievement of compliance with federal and state statutes and regulations which affect Hempstead Harbor in a coordinated and cost-effective manner; and
  - vi. Coordinate local coastal regulations so as to maximize protection and enhancement efforts to improve Hempstead Harbor, its tributaries and wetlands.
3. The COMMITTEE shall select a Chairperson from among the municipal representatives and the Chairperson shall have the power to create subcommittees and appoint representatives to serve on such subcommittees as the need arises;
4. The COMMITTEE shall be funded by annual contributions (hereinafter referred to as "dues") which shall be determined annually by the COMMITTEE representatives after the opportunity for review by each municipality. The proposed amount of annual dues for each year shall be determined prior to the first day of February that year. Each member municipality shall have sixty (60) days from

the date that such dues are proposed to review, comment or withdraw from the COMMITTEE as set forth in Paragraph 12 of this Agreement. At the end of the sixty (60) day review period, the dues shall be established for that year. Such dues shall include the monetary requirements for the match shares of any grants applied for and received by a member municipality on behalf of the COMMITTEE, the cost for services of an Executive Director and any administrative costs not covered by such grants.

5. Dues shall be apportioned among the member municipalities in accordance with the following formula:

County of Nassau: 37 % of total

Town of North Hempstead: 12 % of total

Town of Oyster Bay: 12% of total

City of Glen Cove: 9 % of total

Village of Sea Cliff: 6 % of total

Village of Roslyn Harbor: 6 % of total

Village of Roslyn: 6 % of total

Village of Flower Hill: 6 % of total

Village of Sands Point: 6 % of total

Notwithstanding the foregoing, the maximum amount to be paid as dues by the County in any calendar year under

this Agreement shall not exceed fifty thousand (\$50,000) dollars.

Also notwithstanding the foregoing, the maximum aggregate amount of dues to be paid in any one calendar year under this Agreement shall not exceed one hundred thirty five thousand one hundred thirty five dollars (\$135,135) without the express approval of each municipal member of the COMMITTEE.

6. The COMMITTEE shall provide each member municipality with reasonable notice of the dues and they shall be paid within a reasonable time following the start of the municipality's fiscal year.
7. Dues shall be paid by each member municipality without the need for a separate inter-municipal agreement.
8. The COMMITTEE'S activities shall be coordinated by a part time or full time Executive Director who shall serve the COMMITTEE on a consulting basis as an independent contractor and who shall report to the COMMITTEE through its Chairperson;
9. One or more municipalities (hereinafter referred to as a "SPONSOR" or "SPONSORS") shall act as the agent for

the COMMITTEE to apply for and receive grants; and to retain and hire environmental consultants as well as the Executive Director to carry out the goals of the COMMITTEE;

10. All dues, grant receipts, and other monies received by the COMMITTEE shall be placed in a separate account by the SPONSOR or SPONSORS for the COMMITTEE with periodic accountings provided to the COMMITTEE.
11. Office space, a telephone, and internet hookup may be voluntarily provided by one of the member municipalities at no charge to the COMMITTEE for the use of its Executive Director. It is recognized that the provision of such space and services will reduce the costs that the COMMITTEE would otherwise have to incur and in so doing, reduce the annual dues required by member municipalities.
12. Any member municipality may withdraw from the COMMITTEE upon written notice of no less than thirty (30) days to the Chair of the COMMITTEE who shall promptly notify the remaining member municipalities. In the event that the member municipality elects to withdraw from the COMMITTEE prior to the establishment of dues

for that calendar year, the municipality shall not be responsible for the payment of such dues and shall have no further obligation under this Agreement. In the event that the member municipality elects to withdraw from the COMMITTEE after dues for that calendar year are established, the dues for the remaining members for the following calendar year shall be assessed in approximately the same proportions that the remaining members were assessed with respect to one another prior to the withdrawal of the withdrawing municipality.

13. The term of this Agreement shall begin upon signing and shall continue in effect as long as at least two member municipalities desire to see the COMMITTEE continue.
  
14. Compliance with Laws: This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York; as amended, Section 22-4.2 of the Administrative Code of Nassau County. In addition, the parties hereto shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with their performance under this Agreement. As used in this Agreement the word

"Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

No Arrears or Default: no party to this Agreement is in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.

HEMPSTEAD HARBOR PROTECTION COMMITTEE  
INTER-MUNICIPAL AGREEMENT

IN WITNESS WHEREOF, The County has executed this agreement on May 14, 2008, the Town of Oyster Bay on May 22, 2007, the Town of North Hempstead on July 18, 2007, the Village of Sea Cliff on March 12, 2007, the Village of Roslyn Harbor on April 25, 2007, the Village of Roslyn on April 17, 2007, the Village of Flower Hill on April 12, 2007, the Village of Sands Point on Sept. 4, 2007 and the City of Glen Cove on March 19, 2007.

APPROVED:

**COUNTY OF NASSAU**

By Marilyn Gottlieb

**TOWN OF NORTH HEMPSTEAD**

By \_\_\_\_\_

**TOWN OF OYSTER BAY**

By \_\_\_\_\_

**INC. VILLAGE OF SEA CLIFF**

By \_\_\_\_\_

**INC. VILLAGE OF ROSLYN HARBOR**

By \_\_\_\_\_