

**Intermunicipal Agreement
Between the Village of Potsdam
And the
Town of Long Lake**

Whereas, the Village of Potsdam successfully applied for grant funding from the NYS Department of State (DOS) under Title 11 of Environmental Protection Fund, Local Waterfront Revitalization Program (the Program) to undertake a wide range of projects along the Raquette River Blueway Trail; and,

Whereas, the Village entered into a grant agreement with the DOS referred to as C1000547 securing a program grant in the amount of \$501,665 that includes an underlying grant from the Village of Potsdam to the Town of Long Lake in the amount of \$171,388; and,

Whereas, said funds may be used expressly for the following purposes:

1. Architectural and engineering services - \$29,988
2. The purchase of building materials, supplies and fixtures – 141,400.00

Whereas, these grant funds shall be used for the express purpose of designing, developing and constructing certain improvements to the Town of Long Lake's municipal dock, a boardwalk connecting the municipal dock and beach, improvements to the municipal beach and pedestrian trail from Jennings Pond to the municipal ball field located in the hamlet of Long Lake, NY; and,

Whereas, the Town of Long Lake understands and agrees that it must match the Program grant on a \$1.00 : \$1.00 basis using in-kind services and force labor and equipment rental.

Now Therefore, The Parties Agree as Follows:

Section 1. The Town of Long Lake's Responsibilities

The Town of Long Lake hereby agrees to complete the following tasks included in grant agreement C1000547:

1. Task 37 (A) - Site Reconnaissance
2. Task 37 (B) - Schematic Design
3. Task 38 – Public Meeting
4. Task 39 - Construction Requirement Analysis
5. Task 40 - Environmental Quality Review

6. Task 41 - Draft Final Design
7. Task 42 - Final Design and Construction Documents
8. Task 43 - Permits
9. Task 44 - Bid Process of Construction Sub-Contractor – Not Applicable
10. Task 45 - Installation of Project Sign
11. Task 46 - Construction
12. Task 47 - Site Inspections
13. Task 48 - Project Completion
14. Task 61 - Minority and Woman –Owned Business Enterprise Compliance and Reports (quarterly)
15. Task 62 - Project Status Reports
16. Task 63 - Final Project Summary Report and Measureable Results Form

A duplicate of the work plan from C1000547 containing specific contract requirements and work products is attached hereto as Exhibit 1 and is made a part of the agreement between the Village of Potsdam and the Town of Long Lake.

The Town of Long Lake understands and agrees that at least \$34,278.00 worth of professional services, building materials, and supplies must be purchased from NYS certified Minority and Woman-Owned Business Enterprises.

Section 2 Village of Potsdam’s Responsibilities

The Village of Potsdam will provide the following services in connection with the project:

1. Provide technical and administrative support to the Town of Long Lake as a supplement to those services provided by the local advisory committee volunteers.
2. Act as a liaison between the DOS and the Town of Long Lake.
3. Promptly process all requisitions for reimbursement submitted by the Town of Long Lake as outlined in Section 1 above; and, to forward duplicate requisition forms to the Town for their record keeping purposes.

4. Prepare and submit quarterly reports to the DOS documenting the progress of the project and its completion.

The Village's principal contact is:

The Director of Planning and Development
Village of Potsdam
P.O. Box 5168/Civic Center
Potsdam, NY 13676
(315) 265-1670

Section 3 Submission of Requisitions for Reimbursement

The Town of Long Lake understands and agrees that grant funds shall be made available on a reimbursement basis for costs already incurred. At least once each calendar quarter, the Town shall submit a requisition for reimbursement that contains the following:

1. An AIA standard pay request signed by the Town Supervisor, Superintendent of Public Works and the project architect.
2. Digital images of work-in-place and completed work as well as materials purchased and in storage awaiting installation.
3. Duplicates of invoices for materials purchased for which reimbursement is sought.
4. Time sheets showing the time committed to the project by local advisory committee volunteers, standard Town time sheets documenting the salaries and fringe benefits paid to town employees engaged in construction; and, an equipment rental sheet documenting the use of Town equipment (pick-up truck, stake truck, backhoe, etc.) in connection with construction.

The Town of Long Lake understands and agrees that any costs incurred in the design, development and construction of the municipal waterfront enhancements above and beyond the grant of \$171,388.00 shall be the to the Town of Long Lake's account.

Section 4 Indemnification

The Town of Long Lake will indemnify, defend, and hold the Village of Potsdam and DOS, its trustees, directors, officers, employees, independent contractors and agents (referred to as the "Indemintees) harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys fees, court costs and out of pocket expenses) suffered or incurred by any of the Indemnitees as a result of any act or omission of the indemnifying party or any of its employees, independent contractors or agents which is negligent or which constitutes willful misconduct, or which breaches any provision of this agreement, or which infringes upon any third-party proprietary rights. This provision will survive any termination or expiration of this agreement.

Section 5 Insurance

The Town of Long Lake will designate the Village of Potsdam as a co-loss payee under the Town of Long Lake's liability insurance policy, providing a valid certificate of insurance to the Village Treasurer; and, the Town will provide worker's compensation and disability insurance for all of its employees.

Section 6 Termination

This Intermunicipal Agreement may be terminated for convenience by either party upon thirty (30) days' advance written notice from one party to the other.

Section 7 Notices

Any notice under this Intermunicipal Agreement must be in writing and will be deemed given when delivered personally or three (3) days after being sent by certified mail (postage prepaid, return receipt requested) to the party at the addresses listed below:

Village of Potsdam
P.O. Box 5168/Civic Center
Potsdam, NY 13676
Attn: Village Administrator

Town of Long Lake
Town Hall
P.O. Box 307
Long Lake, NY 12847
Attn: Town Supervisor

Section 8 Modification and Amendments

This agreement may only be modified, altered or amended in writing with the consent of the Village, the Town and DOS.

Section 9 Term of Agreement

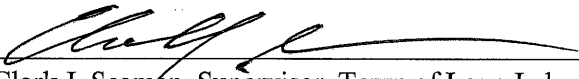
This agreement shall terminate on June 1, 2018, unless both parties agree to extend the agreement and secure the consent of the DOS.

Section 10 DOS Standard Provision

The Town of Long Lake shall comply with all applicable terms and conditions contained in the Agreement between the Village of Potsdam and DOS (C1000547). In the event that a conflict between this agreement and the terms and conditions of the DOS agreement, the terms and conditions of C1000547 shall control.

In Witness Whereof, the Village of Potsdam and Town of Long Lake have executed this agreement on the 2 day of June, 2015

Steven W. Yurgartis, Mayor, Village of Potsdam



Clark J. Seaman, Supervisor, Town of Long Lake