

 ORIGINAL

INTER-MUNICIPAL AGREEMENT
between
THE TOWN OF SOUTHAMPTON
and
THE VILLAGE OF SAGONACK
FOR THE CONTINUATION AND PROVISION
of
CERTAIN MUNICIPAL SERVICES

This Inter-Municipal Agreement (IMA) is made this 7th day of ~~January~~ ^{April}, 2008 between the Town of Southampton, a municipal corporation, with offices at 116 Hampton Road, Southampton, NY 11968 (hereinafter, 'Southampton' or 'Town') and the Village of Sagaponack, a municipal corporation, with offices at 20 Main Street (P.O. Box 600), Sagaponack, NY 11962 (hereinafter, 'Sagaponack' or 'Village'),

WITNESSETH:

WHEREAS, Sagaponack was incorporated on September 27, 2005 and is located within Southampton; and

WHEREAS, pursuant to the New York Constitution, Article 8, § 1, and General Municipal Law, Article § 5-G, Southampton and Sagaponack heretofore and on the 28th day of April 2006 entered into an Inter-Municipal Agreement (IMA); and

WHEREAS, Southampton and Sagaponack intend that this document will serve as a supplemental, amendatory IMA,

NOW THEREFORE IT IS ACKNOWLEDGED, UNDERSTOOD AND AGREED,

1. Functions and Services to be Provided. Southampton shall make available and provide to Sagaponack at no additional cost during the term of this IMA all functions and services provided by Southampton to residents of the unincorporated areas of the Town that are paid for out of the Town's General Funds and that are typically provided to residents of unincorporated areas of the Town, or that such residents of the unincorporated areas of the Town are entitled to under the governing laws of the State of New York and the Town of Southampton. Those functions and services shall include, but not be limited to, the following: highway department, parks

and recreation department, department of public works, conservation board, animal control department, fire marshal, tax assessor, tax receiver, board of assessment review, licensing review board and coastal erosion and wetlands administration.

2. Highway Services. Pursuant to this agreement, Southampton shall provide non-capital road repair services and all other services provided by the Southampton Highway Department to the unincorporated areas of the Town, provided the following conditions are accepted and satisfied:

- a. That Sagaponack shall notify Southampton, by no later than August 1st of each year, that Sagaponack wishes to have Southampton continue providing some or all of the Highway Services under this agreement during the Town's subsequent fiscal year;
- b. That such notification by Sagaponack to Southampton of a request for continuation of some or all of the Highway Services pursuant to this agreement shall remain in effect for the entire fiscal year for which the services were requested, and can not be cancelled during said fiscal year without the consent of the Town;
- c. That, should Southampton be unable to provide said services at a cost equal to or below 6.7% of the total annual taxes levied for non-capital highway purposes, Southampton can negotiate a reasonable adjustment with Sagaponack, provided the Town does so during its' budget process for the subsequent fiscal year; and
- d. That, should Southampton and Sagaponack, pursuant to paragraph c. of this section, be unable to reach agreement on a reasonable adjustment to

the cost of Highway Services covered under this agreement, Sagaponack may inform Southampton that it no longer wishes to have the Town provide those services for the subsequent year, provided it does so prior to the completion of the Town's budget process for the subsequent fiscal year.

3. Police Services. Southampton and Sagaponack acknowledge that Sagaponack has no police department and therefore police services shall be supplied by Southampton to Sagaponack as contemplated in Town Law § 150(1) and not pursuant to this IMA.

4. Beach Parking. Southampton and Sagaponack agree that during the term of this IMA, Southampton shall continue to regulate and administer, in the same manner and to the same extent as historically provided prior to the date of Sagaponack's incorporation, parking at the end of all roads that provide access to the beaches located within Sagaponack and described on Schedules A and B annexed. Southampton agrees that it shall make no changes in any such regulations without Sagaponack's prior written approval.

5. Excluded Services. All other functions and services requested by Sagaponack that would not be typically provided to residents of the unincorporated areas of the Town or that residents of unincorporated areas of the Town are not entitled to under the governing laws of the State of New York or the Town of Southampton, shall be provided by the Town, to the extent possible as determined by the Town, at a reasonable fee to be negotiated by the Town and the Village and pursuant to separate agreements.

6. Approval Resolution By Southampton and Sagaponack. As required pursuant to General Municipal Law § 119-o, the obligations of Southampton and Sagaponack to perform hereunder have been duly authorized by each such municipality by their resolutions duly adopted by each such party on 11 March, 2008 and 2/21, 2008, respectively, copies of which are annexed hereto as Schedule C.

7. Consideration.

a. For those functions and services contemplated in paragraph 1 above that are financed from Southampton's General Funds, Southampton and Sagaponack agree that the following shall constitute full consideration for the continuation of all such functions and services:

- (1) Southampton's collection and retention of the property taxes that will be assessed and collected (including, to the extent permitted by the County, delinquent taxes) from all property owners within Sagaponack;
- (2) all fines, fees, penalties and the like resulting from the functions and services set forth in paragraph 1 above; and
- (3) the franchise fees collected by the Town pursuant to existing franchise agreements (until such time as the Village enters into separate franchise agreements with these same entities that supersede the Town's obligations, pursuant to its own franchise agreements, on behalf of the Village).

The term "property taxes" as used herein shall include the franchise tax component of the property tax but [shall not include mortgage taxes.] The term "property taxes" shall also not include any per capita state aid hereinafter enacted, to the extent applicable to Sagaponack.

b. For those functions and services contemplated in paragraph 2 above that are financed from Southampton's Highway Fund, Southampton and Sagaponack agree that Southampton's collection and retention of certain Highway taxes, as specified below, shall constitute full consideration for the continuation of all such functions and services. Southampton and Sagaponack each acknowledge and agree that highway taxes imposed by the Town include Highway Operating taxes and Highway Road Repair taxes. Any provision herein or under state law to the contrary notwithstanding, Southampton agrees that , Sagaponack will pay 6.7 percent of the total annual taxes levied by Southampton for Highway Operating taxes, and shall be entitled to all services provided through these funds. Southampton and Sagaponack further agree that with respect to Highway Road Repair taxes, an element of this tax represents existing bonded indebtedness for capital improvements as is more fully set forth on Schedule D annexed. Sagaponack agrees that it shall be responsible, during the term of this agreement and continuing for the duration of such indebtedness, for its allocable share thereof on the basis of Sagaponack's assessed valuation as may hereafter be adjusted and as more particularly set forth in Schedule D. Southampton acknowledges

that Sagaponack will no longer be taxed for any portion of the Highway Road Repair tax that is not existing debt service under Schedule D. Sagaponack acknowledges that Southampton shall not be responsible hereunder for any road repairs in the nature of capital improvements that have historically been provided within the Highway Road Repair tax.

8. Duration. This IMA shall be for a term of five (5) years commencing January 1, 2008 (or **beginning of Town's fiscal year**) and shall automatically renew and extend its term for successive one (1) year periods beginning January 1, 2013 absent cancellation by either party in whole or in part by written notice to the other no later than August 1st of any year with respect to cancellation of the whole IMA or any services provided hereunder for the following year. As used herein, partial cancellation shall mean the elimination of any one or more of the functions or services contemplated in paragraphs 1 and 2 above.

9. Dispute Resolution. Southampton and Sagaponack will make good faith efforts to resolve any dispute under this IMA and agree that any failure to resolve a dispute shall not be resolved by litigation but instead by arbitration, mediation or other mutually acceptable non-judicial means with all costs of same shared equally, except to the extent such determining body finds that a party's position is frivolous or not made in good faith, in which event such party shall bear the entire costs of such proceeding.

10. Indemnification. Sagaponack shall hold harmless and indemnify Southampton for all damages, losses and expenses of any kind whatsoever, including legal fees and the non-collection, after reasonable efforts, of any delinquent property taxes, Southampton or its officials, officers, employees, or agents may suffer or incur

resulting from any and all claims, demands, judgments, Article 78 proceedings or other litigation (hereinafter collectively "Claims") arising in any way out of the functions and services provided under this IMA (exclusive of acts or omissions of Southampton under paragraph 3, Beach Parking, with respect to all of which Southampton shall hold harmless and indemnify Sagaponack to the same extent (including legal fees) Sagaponack is obligated to hold harmless and indemnify Southampton hereunder). The parties respective indemnities hereunder shall include but not be limited to any Claims for injuries or death to persons or damage to property excepting for those arising from the grossly negligent acts, omissions or intentional wrongdoing of the indemnitee or its officials, officers, employees, or agents. All indemnity payments hereunder shall be made within a reasonable time after any demand therefor, which funds shall be retained by the indemnitee unless and until a court of competent jurisdiction from which no appeal has been taken determines that any of the above exceptions apply. The indemnitee agrees to provide the indemnitor with adequate and reasonable notice of any Claim or of any occurrence or omission reasonably likely to result in any Claims whenever the Town Board or Village Trustees, as the case may be, has knowledge thereof, including specifically with respect to Southampton, notice of and timely status reports with respect to all land use proceedings before its Planning Board or Zoning Board of Appeals relating to properties solely within the Village and occurring prior to the date of this agreement. Neither party hereunder shall pursue any indemnity claim for money damages or outside legal expenses until it has used reasonable efforts (including litigation if the indemnitor elects to bear all such expenses) to obtain any insurance coverage it may have with respect to any such Claim, and in the event of any

such insurance payment, indemnity may be pursued only to the extent that the insurance payment received is insufficient to make the indemnitor whole. Southampton and Sagaponack shall cooperate together in selecting and retaining, when appropriate, outside defense counsel in connection with all Claims hereunder. Any provision herein to the contrary notwithstanding the Village shall at its sole expense provide legal counsel to defend any claims arising from functions and services provided to the Village by the Conservation Board.

11. Insurance. Southampton shall continue to carry its customary insurance covering its own equipment and vehicles, including liability insurance, and Workers' Compensation Law coverage, and Sagaponack shall maintain in effect throughout the term of this IMA for the benefit of Southampton as an additional insured, comprehensive general liability coverage of not less than \$5,000,000.00 combined single limit for injury or death to any one person or property damage. Copies of such Sagaponack insurance policies shall be provided to Southampton upon execution of this agreement together with the customary certificate showing Southampton as an additional insured, which certificate shall provide that no cancellation of such policy may occur without the giving of at least 30 days prior written notice to Southampton. Correspondingly, Southampton shall supply to Sagaponack upon execution of this agreement a copy of its insurance policy or policies showing Sagaponack as an additional insured to the extent provided in paragraph 8 above with respect to any beach parking claims.

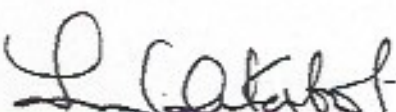
12. Amendment. This IMA may be amended at any time by the further written and executed agreement of Southampton and Sagaponack, including resolutions of approval as required under General Municipal Law § 119-o.

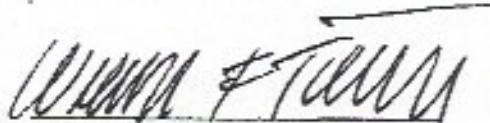
13. General Notice. Any notice provided for herein shall be given in writing by fax and confirmed by ordinary mail to the parties at the numbers and addresses as follows: Town of Southampton, 116 Hampton Road, Southampton, New York 11968, attention Town Attorney; Village of Sagaponack, 20 Main Street, P.O. Box 600, Sagaponack, New York 11962.

IN CONSIDERATION of all of the above and of the foregoing mutual covenants and agreements, the Town Board of the Town of Southampton and the Board of Trustees of the Village of Sagaponack by the signatures of their authorized representatives below hereby approve this Inter-Municipal Agreement in its entirety making it effective as of September 28, 2007.

TOWN OF SOUTHAMPTON

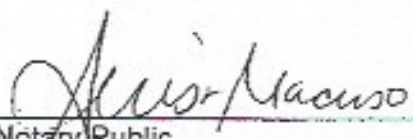
VILLAGE OF SAGAPONACK

By: 
Supervisor of the
Town of Southampton

By: 
Mayor of the
Village of Sagaponack

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On the 7th day of ~~January~~ April 2008 before me personally came LINDA A. KABOT, to me known, who being duly sworn, did depose and say that she is the Supervisor of the Town of Southampton, the municipality described in and which executed the foregoing instrument; that she knows the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was affixed by virtue of a resolution of the Town Board of the Town of Southampton; and that she signed her name thereto by virtue of said resolution.



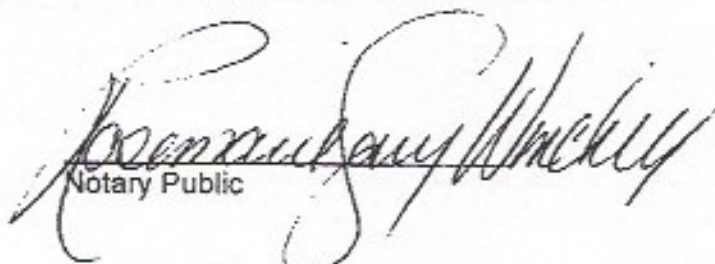
Notary Public

ALLISON MANCUSO
Notary Public, State of New York
No. 01MA6110871 Suffolk County
Commission Expires June 1, 2010

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

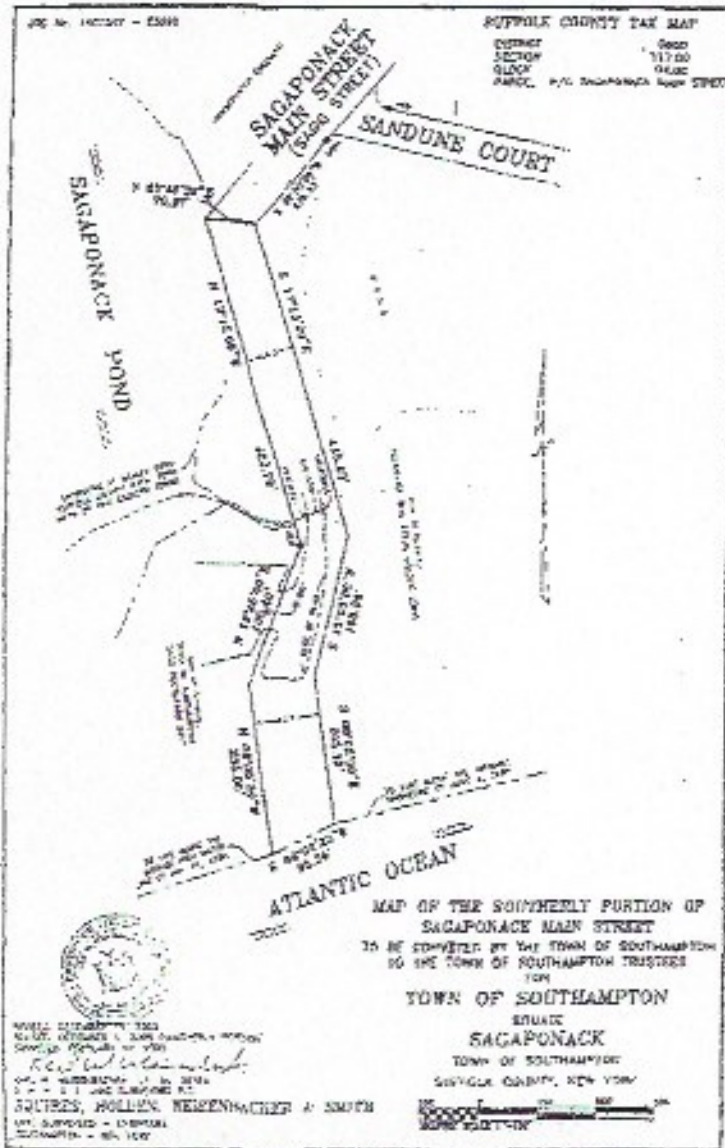
On the 21 day of ~~January~~ February 2008 before me personally came WILLIAM TILLOTSON, to me known, who being duly sworn, did depose and say that he is the Mayor of Village of Sagaponack, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was affixed by virtue of a resolution of the Board of Trustees of the Village of Sagaponack; and that he signed his name thereto by virtue of said resolution.

ROSEMARIE CARY WINCHELL
Notary Public, State of New York
No. 01W14980663
Qualified in Suffolk County
Commission Expires April 22, 2010



Notary Public

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10/11/2000 11:00 AM

10/11/2000 11:00 AM

Surveyors & Engineers - A. J. Squires
400 N. Main St., S. 1st Fl.
SOUTHAMPTON, N. H.
Tel. 253-1111

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S. J. W. and S., Land Surveyors, P.C.
SQUIRES, HOLDEN, WEISENBACHER and SMITH
Land Surveyors - Land Planners - Engineers
46 JALDEN LANE BOX 1443 SOUTHAMPTON, N. H. 03876
(603) 253-1111 FAX (603) 253-1111 - Email: SQUIRES@SMITHSQUIRES.COM

Job No: 140/SOX-81208

December 15, 2025

Description of the southerly portion of Sagaponack Main Street to be deeded by
Town of Southampton to Town of Southampton Trustees

All that certain tract, piece or parcel of land situate, lying and being in Sagaponack, Town of
Southampton, County of Suffolk and State of New York bounded and described as follows:

Beginning at a point on the easterly side of Sagaponack Main Street, said point being South 19°
 $50' 00''$ West, 475.95 feet from the southerly end of a curve representing the southerly side of
Sandara Court with the westerly side of Sagaponack Main Street to the point of beginning;

Running thence from said point of beginning and still along the easterly side of Sagaponack Main
Street South $17^{\circ} 15' 00''$ East, 443.42 feet to a point;

Running thence South $13^{\circ} 05' 00''$ West, 173.95 feet to a point;

Running thence South $3^{\circ} 05' 30''$ East, 207.79 feet more or less to the general high water line of
the Atlantic Ocean;

Running thence along the general high water line of the Atlantic Ocean South $64^{\circ} 02' 25''$ West,
95.34 feet to the westerly side of Sagaponack Main Street;

Running thence along the westerly side of Sagaponack Main Street North $8^{\circ} 05' 30''$ West,
135.00 feet more or less to a point;

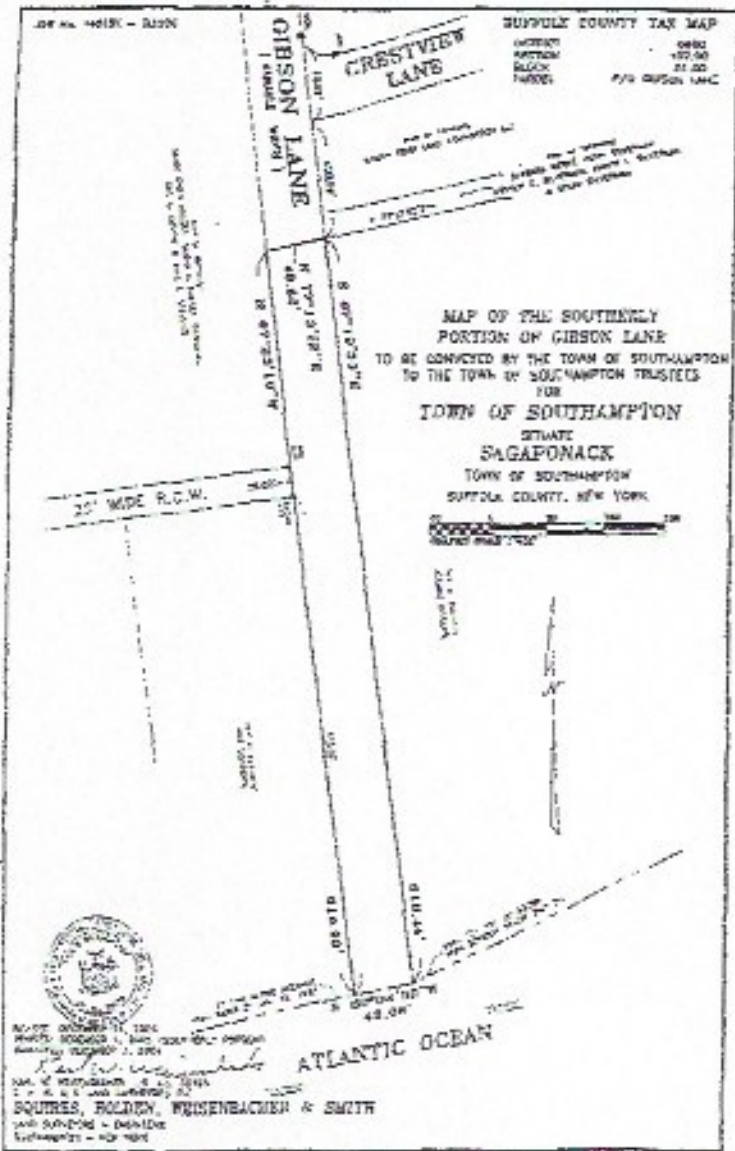
Running thence North $19^{\circ} 45' 00''$ East, 325.40 feet to a point;

Running thence North $17^{\circ} 15' 00''$ West, 467.55 feet to a point;

Running thence across Sagaponack Main Street South $85^{\circ} 45' 52''$ East 70.95 feet to the point of
beginning;

100 Years of Surveying and Engineering Service to the Community of Southampton

Member of the American Society of Professional Surveyors, National Society of Professional Engineers, N.E.C. State Surveyor of Land and Water Surveyors, Maine General Land Surveyors, etc.



REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 1188
JOHN W. HOLDEN, L.S. 1892
TOMAS L. SMITH, L.S.
NO. 1187

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 1188
JOHN W. HOLDEN, L.S.
TOMAS L. SMITH, L.S.
NO. 1187

S.P.W. and S. Land Surveyors, P.C.
SQUIRES, HOLDEN, WEISENBACHER and SMITH
Land Surveyors - Land Planners - Engineers
40 JACOB LANE, FOURTH SOUTHAMPTON, N.Y. 11967
PHONE: 334-4443 FAX: 334-782-1342 E-MAIL: SHELTON@SQUIRES.COM

Job No. 14015X-89308

December 15, 2005

Description of the southern portion of Gibson Lane to be ceded by
Town of Southampton to Town of Southampton Trustees

All that certain tract, piece or parcel of land situate, lying and being in Sagaponack, Town of Southampton, County of Suffolk and State of New York bounded and described as follows:

Beginning at a point on the westerly side of Gibson Lane, South $7^{\circ} 19' 31''$ East, 410.56 feet from the intersection formed by the easterly side of Gibson Lane with the southerly side of Crestview Lane;

Running thence from said point of beginning and along the easterly side of Gibson Lane South $7^{\circ} 19' 31''$ East, 619.44 feet more or less to the general high water line of the Atlantic Ocean;

Running thence along the general high water line of the Atlantic Ocean South $80^{\circ} 04' 30''$ West, 46.06 feet to the westerly side of Gibson Lane;

Running thence along the westerly side of Gibson Lane North $7^{\circ} 23' 21''$ West, 616.96 feet more or less to a point;

Running thence easterly along the southerly prolongation of said corner formerly of Justice Curtis and across Gibson Lane North $77^{\circ} 13' 51''$ East, 46.88 feet to the easterly side of Gibson Lane and the point or place of beginning.

100 Years of Surveying and Engineering Service to the Community of Southampton

Member - American College of Professional Land Surveyors - National Society of Professional Engineers - N.Y. State Society of Professional Land Surveyors - American Society of Civil Engineers, Inc.

**AUTHORIZE EXECUTION OF THE
INTER-MUNICIPAL AGREEMENT
WITH THE TOWN OF SOUTHAMPTON**

RESOLVED, that the Mayor of the Village of Sagaponack is hereby authorized to execute an Inter-Municipal Agreement with the Town of Southampton for the Continuation and Provision of Certain Municipal Services, and;

IT IS HEREBY FURTHER RESOLVED, that the Village Clerk is instructed to cause to be delivered to the Supervisor of the Town of Southampton 4 executed original documents for execution of same by the Town Supervisor.

The resolution was offered by Mayor William Tillotson and seconded by Trustee Lee Foster.

The resolution was thereupon duly adopted upon the following roll call vote:

	Aye	Nay
Mayor William Tillotson	<u> X </u>	<u> </u>
Trustee Don Louchheim	<u> X </u>	<u> </u>
Trustee Lee Foster	<u> X </u>	<u> </u>
Trustee Alfred Kelman	absent	
Trustee Joy Sieger	absent	

Dated February 21, 2008



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

ADOPTED

RESOLUTION 2008-447

Meeting: 03/11/08 01:00 PM
Department: General Services
Category: Agreements, Contracts, Leases
Prepared By: Sandra Cirincione
Initiator: Sandra Cirincione
Sponsors: Supervisor Linda Kabot
DOC ID: 7674

Authorize Supervisor to Execute Revised Intermunicipal Agreement with Village of Sagaponack

WHEREAS, pursuant to Resolution # 2006-616, the Town of Southampton entered into an Intermunicipal Agreement with the Village of Sagaponack for the provision of certain functions and services by the Town to the Village in the same manner and to the same extent provided prior to the Village's date of incorporation; and

WHEREAS, the Town and the Village entered into negotiations in 2007 to revise the existing Intermunicipal Agreement, and have reached agreement on new terms; and

WHEREAS, General Municipal Law §119-0 and the New York Constitution, Article 8, §1, authorize the Town to enter into Intermunicipal Agreements involving any function, service or activity it is empowered to perform on its own; and

WHEREAS, the Village has agreed to compensate the Town for all such functions and services by agreeing to the Town's retention of property taxes collected and to be collected from property owners in the Village, subject to certain modifications regarding highway and road repair taxes, and the exclusion of mortgage taxes as mandated by New York Tax Law §261(3); now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute the new Intermunicipal Agreement with the Village of Sagaponack subject to the approval of the form of the agreement by the Office of Contracts Administration.

Financial Impact

None.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Linda Kabot, Supervisor
SECONDER:	Nancy Graboski, Councilwoman
AYES:	Kabot, Russo, Graboski, Throne-Holst, Nuzzi

SCHEDULE D

TOWN OF COUCHAMPTON, N.Y.

ACTUAL AND ESTIMATED BUDGET SERVICES - HIGHWAY ROAD RECONSTRUCTION PROGRAM

Outstanding 12/31/05	ACTUAL BOND ISSUANCE		ACTUAL BOND PAYMENTS		ACTUAL BOND BALANCE		TOTALS
	2002 BONDS	2003 BONDS	2004 BONDS	2005 BONDS	2006 BONDS	2007 BONDS	
3,285,981	3,285,981	3,296,670	6,403,525	6,403,525	161,380	1,152,750	
2006	363,081	245,169	458,120	458,120	186,523	1,108,170	2006
2007	277,119	351,334	450,392	450,392	182,668	1,183,878	2007
2008	266,736	242,928	458,524	458,524	199,470	1,198,372	2008
2009	282,231	277,910	458,661	458,661	187,873	1,214,019	2009
2010	275,875	277,191	475,890	475,890	190,151	1,238,829	2010
2011	291,012	170,987	177,472	177,472	185,016	1,599,622	2011
2012	285,926	262,366	465,966	465,966	186,806	1,175,896	2012
2013	272,823	257,028	478,239	478,239	174,933	1,186,523	2013
2014	280,942	257,731	465,895	465,895	159,848	1,161,009	2014
2015	280,313	262,669	460,977	460,977	171,240	1,117,427	2015
2016	257,310	241,066	447,408	447,408	155,532	1,053,513	2016
2017	248,174	232,469	447,316	447,316	159,824	815,956	2017
2018	0	233,809	452,292	452,292	154,116	571,164	2018
2019	0	0	417,248	417,248	168,498	348,498	2019
2020	0	0	0	0	0	0	2020
2021	0	0	0	0	0	0	2021
2022	0	0	0	0	0	0	2022
2023	0	0	0	0	0	0	2023
2024	0	0	0	0	0	0	2024
2025	0	0	0	0	0	0	2025
2026	0	0	0	0	0	0	2026
TOTALS	3,285,981	3,296,670	6,403,525	6,403,525	2,627,610	15,015,560	TOTALS

Administ. American Inv.
07/31/06

SCHEDULE E

NOTICE TO ALL PROPERTY OWNERS
IN THE VILLAGE OF SAGAPONACK

PLEASE TAKE NOTICE that the Village of Sagaponack has entered into an Inter-Municipal Agreement with the Town of Southampton as a result of which various municipal functions and services will be provided to Village residents by the Town of Southampton. These services include, by way of illustration, the services traditionally offered by the Building Department, Highway Department, Planning Department, Planning Board, Architectural Review Board, Zoning Board, Tax Assessment Review Board, Conservation Board, animal control officers, electrical inspector and fire marshal. The consideration for these services is the Town's continued assessment and collection of property taxes. Accordingly, until further notice the Town will assess and collect property taxes within the Village of Sagaponack in the same manner as occurred prior to the incorporation of the Village of Sagaponack.

If you have any questions concerning this you are invited to speak to any member of the Board of Trustees or to call the Village Clerk at 537-0017.

Dated: June 1, 2005

BY DIRECTION OF THE MAYOR AND BOARD
OF TRUSTEES
EMILY ASPINALL, VILLAGE CLERK
SAGAPONACK VILLAGE HALL
20 Main Street
Sagaponack, New York 11962