

O&W Rail Trail Coalition of Municipalities - Approved June, 2016  
Municipal Cooperation Agreement

This Municipal Cooperation Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2016, by and among the municipalities located in the County of Ulster, New York through which the O&W Rail Trail passes, including the Towns of Ulster, Hurley, Marbletown, Rochester and Wawarsing; the Village of Ellenville, and the City of Kingston (such municipalities, to be referred to hereinafter as "Members"). Said trail henceforth to officially be known as the O&W Rail Trail.

WHEREAS, the Members are municipalities, enumerated above, situated along the O&W Rail Trail that have expressed an interest in joining together in this O&W Rail Trail Coalition of Municipalities ("the Coalition"); and

WHEREAS, the Members are aware of the need to cooperate with other non-municipal stakeholders in the management of the O&W Rail Trail; and

WHEREAS, the Coalition is organized under this Agreement for the purposes of advocating and marketing the inter-municipal connection of the O&W Rail Trail for recreational and non-motorized transportation use by residents and visitors alike, collectively known herein as the O&W Rail Trail Promotion Program ("Program"), which efforts may include, but not be limited to branding, marketing and promotion; comprehensive mapping; consistent signage and brochures; grant development and fund raising, including gift requests and acceptance; and

WHEREAS, an additional purpose of the Coalition is to provide representation at relevant meetings concerning trails in general at the county and state level; and

WHEREAS, the Members have agreed to cooperate in the development and implementation of the Program to enhance the quality of the O&W Rail Trail within each of the member municipalities, and provide a consistent platform for branding, logos, signage, trail alignment, and mapping; and

WHEREAS, the participation of the O&W Rail Trail municipalities in the above stated activities is necessary to promote their collective interests and those of their constituents; and

WHEREAS, each Member shall continue to have the independent power and authority to provide, perform or exercise separately any or all of the powers and functions set forth in this Agreement and to take any such additional actions concerning the O&W Rail Trail in its municipality as it may be deemed to be in the best interests of its community and residents; and

WHEREAS, the Members, desiring to ensure participation in the Program in accordance with its purposes and goals and to speak with one voice in regards to issues that affect the O&W Rail Trail, do hereby enter into this Agreement to maintain an organization to effectuate these goals.

THEREFORE BE IT RESOLVED:

1. Organization. The Members agree to join a cooperative organization known as the O&W Rail Trail Coalition of Municipalities;
2. Authority. The Coalition is organized pursuant to New York State General Municipal Law Article 5-G and upon the approval and authority of each participating

municipality;

3. Participation. Membership in the Coalition shall be open to the towns of Ulster, Hurley, Marbletown, Rochester, and Wawarsing; along with the City of Kingston, and the Village of Ellenville. The County of Ulster shall be a non-voting representative.

4. Membership Contribution. Upon becoming a Member of the Coalition, each participating municipality shall:

A. Execute a copy of this Agreement and agree to pay an initial fee of \$500, such monies to be used for potential joint Coalition planning activities such as grant applications, signage design, branding agreements, etc.;

B. If applicable, recommend a line item in the municipality's annual budget for trail support;

C. If applicable, ensure that a Rail Trail committee or similar body, which shall advise the municipality on matters related to the O&W Rail Trail, is established and that an individual is designated to lead that committee;

D. Whenever a municipality that is party to this agreement carries a legal interest in a parcel or parcels comprising the corridor known as the O&W Rail Trail, that municipality agrees, at its sole discretion, to allocate the resources it determines are appropriate to ensure adequate basic maintenance of the trail on such parcel(s);

5. Voting. A quorum shall be a majority of the Coalition membership. Any actions taken approved by a majority vote of a verified quorum shall be official. Voting Members of the Coalition shall be the Town Supervisors and City and Village Mayors or their designated representatives if unable to attend personally upon a vote, for a total of seven Member votes.

A. Each voting Member shall have one vote in the proceedings and dispositions of the Coalition, except that on matters related to or concerning only and exclusively one of the participating Members of the Coalition, that Member shall have the weight of two votes in such matters only;

B. Voting by proxy shall be prohibited in all proceedings of the Coalition;

C. Voting by any electronic means shall be acceptable unless specifically prohibited by New York State statute.

6. Officers. Election of Officers of the Coalition shall take place every two years on or about March 1, and their terms commence upon election. In the event of a resignation or termination of membership, the Coalition shall elect a replacement officer to fill the remainder of that term.

A. The Officers of the Coalition shall be a Chair, Vice-Chair, Treasurer, and Secretary; the officers must come from the voting Membership or appointed alternates.

B. The Chair, or in his or her absence the Vice-Chair, shall preside over all meetings of the Coalition and shall serve as the administrative instrument for the Coalition.

C. The Treasurer shall serve as the fiscal officer of the Coalition and shall:

- a. retain custody of funds collected by the Coalition ("the fund") and, upon authorization by the Coalition, shall make payments on audit of the auditing official or body of the municipality in which he or she serves on matters related to Coalition activities; and shall
  - b. provide a monthly accounting of the fund to the Coalition with an annual summary, and shall
  - c. make required annual financial reports in accordance with New York State General Municipal Law Article 3; and shall
  - d. not be liable to any of the Members because of any payment made from the fund in accordance with the terms of this paragraph or for the commission or omission of any act, either performed or not performed in connection with the administration of the fund, other than for loss or liability for gross or willful negligence.
- D. The Secretary shall maintain minutes or records of all meetings of the Coalition and shall maintain or oversee minutes or records of Coalition committees, study groups, or other instruments of its work; the Secretary shall prepare an annual report of the Coalitions activities;
- E. The Chair shall serve as a tie-breaker, when required, for all Coalition votes.
7. Coalition Members shall consist of one each for the five towns, one city and one village for a total of seven Voting Members, plus a non-voting\_ representative from the county.
- A. Powers and authority.
- a. Adopt such by-laws or rules necessary for its operation including but not limited to the manner and timing of the election of officers, the creation of appropriate committees, and a written policy on handling conflicts of interest;
  - b. Employ such personnel as it deems necessary to achieve the goals of the Coalition;
  - c. Retain professional assistance, including but not limited to attorneys, engineers, planners and consultants, to the extent deemed necessary and appropriate to effectuate the purposes of the Coalition and its actions;
  - d. Develop legal and negotiating strategies for the Coalition and, when authorized by the Coalition, carry out such strategies;
  - e. Coordinate the activities of the Members in compiling the information needed to effectively carry out the Program and to address and, upon the advice and consent of the Coalition, act upon any and all issues and matters concerning the O&W Rail Trail as may affect the Coalition and its activities;
  - f. Solicit and accept contributions, gifts, grants, and other emoluments and bequests from individuals, governments, independent agencies and organizations interested in furthering the Program and the goals and purposes of the Coalition ("Contributors"), provided however that non-member Contributors may not have influence on any matters related to the Coalition, the Program, or its activities;
  - g. Keep all Members informed of the Coalition's activities, both actual and

contemplated or planned, and any of its interfaces, meetings or communications with other Outside Agencies, in such forms or manners deemed appropriate and necessary;

h. Coordinate the activities requiring the vote of the Members;

i. Represent or cause the Coalition to be represented at public meetings, hearings, events or activities regarding issues relevant to the Coalition and its Program;

j. On the advice and recommendation of the Coalition, appoint and manage the activities of such committees as may be deemed necessary to effectuate the work of the Coalition and the success of the Program.

B. Attendance.

a. Each Member of the Coalition may appoint an alternate to serve in that member's capacity if the member is unable to attend or participate in a Coalition meeting or carry out duties or responsibilities attendant upon the member's role as a Coalition member;

b. If a Member of the Coalition is not present or represented by the duly designated alternate at three consecutive unexcused absences from Coalition meetings, the Coalition may by majority vote declare the seat vacant and ask the municipality concerned to appoint an alternate in that place. The Coalition shall not unreasonably withhold its endorsement of such actions.

8. Gathering information. The Members of the Coalition will work together to compile an independent data base of the actions and materials related to the Program and the Coalition's activities, and to establish and serve as a clearinghouse for information on O&W Rail Trail matters related to the Program's purposes and needs and such other matters as may be deemed important to such purposes and needs. Members shall assist each other in the compilation and utilization of such information and materials.

9. Other activities. The Coalition shall engage in such other activities to further the Purpose and the Coalition's goals within its authority under this Agreement and the General Municipal Law.

10. Additional contributions. Further contributions by Members may be requested by the Coalition in the event that the expenses exceed the accumulated amount of the initial payment, and shall be allocated based on a method to be determined by the Coalition on the recommendation of the fiscal officer. All such requests shall be subject to approval by each municipality. Any monies remaining upon conclusion of the Coalition's activities or termination of this Agreement, whichever comes first, will be returned to the participating Members in proportion to their contributions.

11. Legal rights of Members. No legal action taken by the Coalition shall be legally binding upon, or limit in any way the legal rights of the individual Members.

12. Disputes. Disputes or disagreements between Members of the Coalition or among Members and the Coalition shall be resolved by majority vote of the Coalition Members.

13. Amendments. This Agreement may be amended from time to time only upon a writing signed by a majority-plus-one of the existing Coalition Members and then

approved unanimously by the coalition municipality's governing bodies or boards, provided that the amendment must have been read at two consecutive Coalition meetings before becoming effective.

14. Termination of Membership in the Coalition. A Member of the Coalition may withdraw from the Coalition upon thirty (30) days written notice to the membership. The Member shall be responsible for its apportioned share of all expenses incurred as of the date of withdrawal. The remaining Members of the Coalition shall remain responsible in equal proportion to their Coalition voting power for the withdrawn Member's share of fees and costs incurred after the effective date of the withdrawal. Likewise, the Coalition, by a majority vote, may terminate a Member's membership in the Coalition, for good cause shown, upon the same terms as noted above. The retiring Member will be entitled to a rebate of any fees contributed that remain of the effective date of the termination.

15. Term of Agreement. This Agreement may be terminated and the Coalition disbanded by a majority vote of the Coalition. This Agreement will expire in five years in accordance with New York State Municipal Law Article 5-G. This Agreement can be renewed at that time by formal resolution of each of the Member municipalities.

16. Applicable Law. The law of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement.

Agreed to and accepted by:

TOWN/CITY/VILLAGE OF

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Voting Members of the initial O&W Rail Trail Coalition of Municipalities;

- Town of Ulster Supervisor
- Town of Hurley Supervisor
- Town of Marbletown Supervisor
- Town of Rochester Supervisor
- Town of Wawarsing Supervisor
- City of Kingston Mayor
- Village of Ellenville Mayor