Resolution 5-23

AMENDED AND RESTATED MUNICIPAL COOPERATION AGREEMENT FOR CODE ENFORCEMENT SERVICES

THIS AMENDED AND RESTATED AGREEMENT is made as of this 4th day of April, 2023 among and between the:

TOWN OF RUSHFORD, a municipal corporation of the State of New York with principal offices located at the Town Hall, 8999 Main Street, PO Box 38, Rushford, New York 14777, hereinafter referred to as "Rushford";

TOWN OF CANEADEA, a municipal corporation of the State of New York with principal offices located at the Town Hall, 891 1 Route 19, PO Box 596, Caneadea, New York 14717, Hereinafter referred to as "Caneadea";

TOWN OF HUME, a municipal corporation of the State of New York with principal offices located at the Town Hall, 20 Genesee Street, Fillmore, New York 14735, hereinafter referred to as "Hume";

TOWN OF CENTERVILLE, a municipal corporation of the State of New York with principal offices located at 10965 Rushford Road, PO Box 94, Centerville, New York, hereinafter referred to as "Centerville";

TOWN OF NEW HUDSON, a municipal corporation of the State of New York with principal offices located at 8561 Tibbetts Hill Road, Black Creek, New York 14714, hereinafter referred to as "New Hudson";

TOWN OF ANGELICA, a municipal corporation of the State of New York with principal offices located at the Town Hall, 49 Park Circle, Angelica, New York 14709, hereinafter referred to as "Town of Angelica";

VILLAGE OF ANGELICA, a municipal corporation of the State of New York with principal offices located at the Village Hall, 21 Peacock Rd., Angelica, New York 14709, hereinafter referred to as "Village of Angelica";

TOWN OF BIRDSALL, a municipal corporation of the State of New York with principal offices located at 9423 County Road 15B, Canaseraga, New York 14822, hereinafter referred to as "Birdsall";

TOWN OF WEST ALMOND, a municipal corporation of the State of New York with principal offices located at 2796 County Road 2, Almond, New York 14804, hereinafter referred to as "West Almond';

VILLAGE OF CUBA, a municipal corporation of the State of New York with principal offices located at 17 East Main Street, Cuba, New York 14727, hereinafter referred to as "Village of Cuba";

TOWN OF BELFAST, a municipal corporation of the State of New York with principal offices located at the Town Hall, 9 Merton Avenue, Belfast, New York 14711, hereinafter referred to as "Town of Belfast";

VILLAGE OF BELMONT, a municipal corporation of the State of New York with principal offices located at 1 Schuyler Street, Belmont, New York 14813, hereinafter referred to as "Village of Belmont";

TOWN OF ALLEN, a municipal corporation of the State of New York with principal offices located at 4949 Klein Road, Fillmore, NY 14735, hereinafter referred to as "Town of Allen";

TOWN OF SCIO, a municipal corporation of the State of New York with principal offices located at 4355 Co. Rt. 10, Scio, NY 14880, hereinafter referred to as "Town of Scio";

TOWN OF ALFRED, a municipal corporation of the State of New York with principal offices located at 6340 Shaw RD, Alfred Station, NY 14803, hereinafter referred to as "Town of Alfred";

TOWN OF GENESEE, a municipal corporation of the State of New York with principal offices located at 8296 Main Street, Little Genesee, NY 14754, hereinafter referred to as "Town of Genesee";

TOWN OF ALMOND, a municipal corporation of the State of New York with principal offices located at 1 Marvin Lane, Almond, NY 14804, hereinafter referred to as "Town of Amond";

TOWN OF WARD, a municipal corporation of the State of New York with principal offices located at 3013 County Rd 10, Scio, NY 14880, hereinafter referred to as "Town of Ward";

TOWN OF ALMA, a municipal corporation of the State of New York with principal offices located at P.O. Box 67, Allentown, NY 14704, hereinafter referred to as "Town of Alma";

and

WHEREAS, the Towns of Rushford, Caneadea, Hume, Centerville, New Hudson, Angelica, Birdsall, West Almond, Belfast, Allen, Scio, Alfred, Genesee, Almond, Ward, Alma and the Villages of Angelica, Belmont and Cuba are required by the laws of the State of New York to administer and enforce the New York Uniform Fire Prevention and Building Codes; and

WHEREAS, the Towns of Rushford, Caneadea, Hume, Belfast, Centerville, New Hudson, Angelica, Birdsall, West Almond, Allen, Scio, Alfred, Genesee, Almond, Ward, Alma and the Villages of Angelica, Belmont and Cuba entered into a Municipal Cooperation Agreement for Code Enforcement Services, dated November 8, 1999, which Agreement was revised on March 1, 2001, and on subsequent dates, to include various additional Towns and Villages, and together such municipalities have established a coordinated program of inspection and enforcement services including inspections, code enforcement actions and related services, and that provided for the appointment of the same individual or individuals to the office and position of inspector and Code Enforcement Officer for each such Town and Village and for the sharing of administrative activities and expenses; and

WHEREAS, this Agreement is intended to provide services related to Uniform Fire Prevention and Uniform Building Code Enforcement, and is not intended to provide any other municipal services unless approved by a majority vote of the MACE Administrative Board;

NOW, THEREFORE, IT IS MUTUALLY AGREED AND PROVIDED AS FOLLOWS:

1. This agreement shall replace and fully supersede the previous Municipal Cooperation Agreement for Code Enforcement Services, dated ~~March 1, 2001~~ April 4, 2023, as the agreement of the parties thereto and hereto.

2. The term of this agreement shall commence on the date it is executed by a majority of the participating municipalities, and shall continue in full force for the maximum period of time allowed by law, which is hereby determined to be five (5) years, and thereafter to continue indefinitely upon the same terms and conditions unless any participating Town or Village gives written notice not later than September 1st of any year that it will not be participating in such cooperative program for the upcoming calendar year.

3. The participating Towns of Rushford, Caneadea, Hume, Centerville, New Hudson, Angelica, Birdsall, Belfast, West Almond, Allen, Scio, Alfred, Genesee, Almond, Ward, Alma and the Villages of Angelica, Belmont and Cuba, agree to maintain a single "Code Enforcement Department" that shall be known and referred to as the **MUNICIPAL ALLIANCE FOR CODE ENFORCEMENT CONSORTIUM** (hereinafter also referred to as "**MACE**" or as the "**Consortium**"), and that such Consortium shall be administered according to the terms and provisions of this Agreement, which shall

coordinate and consolidate to the maximum extent possible, the operation of the duties and responsibilities of the member municipalities (Towns and Villages) as it relates to Administration and Enforcement of the New York State Uniform Fire Prevention and Building Codes.

4. The administration of the activities provided for under this agreement shall be handled by an Administrative Board, which shall be comprised of the Supervisor and/or Mayor from each Town and Village. The day to day affairs of the Code Enforcement Consortium may be administered by an Executive Committee of such Board, which shall be appointed by the Administrative Board, which shall be comprised of either two or three members. The Administrative Board shall meet not less frequently than once during each calendar year, or from time to time as requested by a majority of the Executive Committee, or at the request of a majority of the Supervisors and Mayors of the participating municipalities. The Executive Committee may act on behalf of the Administrative Board at all times when the Administrative Board is not actually convened and in session.

5. The Executive Committee will interview and evaluate all potential candidates for the position of Inspector/Code Enforcement Officer and shall recommend to the Administrative Board, such candidates as it finds to be fully qualified, and further providing that the Supervisor and/or Mayor of each participating municipality is entitled to attend any such interview and evaluation sessions. The Administrative Board shall vote upon the employment of any Inspector/Code Enforcement Office, which vote shall be determined by a majority of those attending the meeting at which the resolution comes up for a vote. The participating municipalities of the Consortium agree that they shall hire one or more individuals for their respective municipality, as is agreed upon by the majority of the participating municipalities. Such individual (or individuals) shall be designated by the municipal Board of each participating municipality to serve as the Inspector/Code Enforcement Officer for that municipality. However the operation and performance of such duties shall be performed in accordance with the terms and provisions of this Agreement.

6. It shall be the responsibility of the Administrative Board and/or Executive Committee to develop a consolidated Budget for the Code Enforcement Consortium, prior to September 1 of each calendar year, during the operation of this Agreement. Such proposed Budget shall be forwarded to the Chief Executive Officer and/or governing Board of each participating municipality on or before September 1 of each year. Such Budget shall set forth the proposed share of expenses to be paid by each participating municipality for the upcoming calendar year.

7. It is agreed that each participating municipality shall pay a pro-rata share of the total budget based upon the total number of assessable parcels (whether such parcels are

taxable or exempt) which each municipality has within its boundaries, as compared with the other participating municipalities. Each municipality shall forward its share of the estimated expenses for the operation of the Consortium to the Director or Executive Committee on a semi-annual basis, with such payment being due not later than the last day of each January and last day of each July during the term of this Agreement.

8 It is agreed and understood that each participating municipality shall be deemed the employer of the Inspector/Code Enforcement Officer for the pro-rata share of the total number of hours, as a percentage of the total hours worked by such employee(s), which corresponds to that municipality's percentage of the overall budget for this Consortium. No single Town or Village shall be deemed to be the employer of the Inspector/Code Enforcement Officer, but rather such individual shall be deemed to be a part-time employee of each municipality for that number of hours that corresponds to its pro rata share of the Consortium Budget. In no event shall any Inspector/Code Enforcement Officer be deemed to have worked more than twenty (20) hours in any given work week for any single participating municipality.

9. It is agreed that the records and property of the Code Enforcement Consortium shall be maintained at the Caneadea Town Hall, or such other location as may be selected by the Administrative Board or Executive Committee from time to time. It is further agreed that an officer of one of the participating municipalities shall act as the Coordinator of the Code Enforcement Consortium Program, unless otherwise agreed by a majority of the Administrative Board, in accordance with the following terms:

a. The municipality which shall serve as the "Coordinator" shall be entitled to reimbursement from the Consortium for the expenses which it incurs for clerical and related expenses, including telephone charges, office supplies, etc.

b. The municipality which shall serve as the "Coordinator" shall also act as the paying agent for the employee(s) of the Consortium established under this Agreement, including the payment of fringe benefits, all of which shall be determined and set as agreed between the Administrative Board and the person(s) employed or appointed pursuant to this Agreement.

c. The Coordinator shall establish and maintain separate accounts for the Consortium funds and resources. All such funds and resources shall be identified as assets of the Consortium and not of any municipality.

d. The Executive Committee shall provide reports to each participating municipality at least semi-annually showing basic financial information for the Consortium, including revenue received, permits issued, and remaining balance on hand.

10. The Administrative Board shall periodically establish a schedule of rates and fees which shall be charged by the Inspector(s)/Code Enforcement Officer(s) appointed by each participating municipality, which payments shall be collected and paid over to the Director or Executive Committee of the Consortium. A record of all such collected fees

shall be sent to each municipality not less often than annually (each year), showing the amount of fees collected from each participating municipality. These fees shall be applied towards the expenses and charges of operating the Consortium for each fiscal year. Any surplus funds remaining at the end of any fiscal year shall be carried forward as a "Fund Balance" and shall be used to reduce the amount chargeable to the member municipalities for the next fiscal year.

11. Expenses incurred for legal fees, insurance premiums and similar charges related to the provision of these services and related to Code Enforcement activities in each municipality shall be paid by such municipality, and shall not be charged or deemed an expense of the Consortium established under this Agreement. Any such charges as noted in this paragraph must be approved by the municipality.

12. The provisions of this Agreement may be changed during any calendar year by approval of a majority vote of the governing board of each participating municipality, by super-majority vote (being a majority of the full Board, plus one additional affirmative vote) of the Administrative Board following submission of any proposal for such change and/or modification from the Administrative Board of this Consortium. No such change or modification shall become effective during any calendar year unless agreed to by a two-thirds (2/3) affirmative vote of all participating municipalities, acting through that municipality's governing board.

13. It is contemplated that other municipalities may wish to join and participate in this cooperative program from time to time. Such expansion of the Code Enforcement Consortium is hereby approved subject to the following terms and conditions:

a. Any proposal to include any other municipality in this Consortium shall be made in writing, with a report from the Administrative Board or Executive Committee, analyzing the anticipated impact of adding such municipality to the Consortium, upon the Budget of the Consortium, addressing increased revenue, increased expenses, personnel impact, and similar issues.

b. Any newly participating municipality may be required to contribute such amount as is determined to represent an appropriate charge to equalize past contributions of those municipalities already participating in the Consortium for such capital expenditures as automobiles, supplies, etc.

c. The final decision on whether any new municipalities should be permitted to join in the Consortium shall be subject to receiving two-thirds (2/3) affirmative approval of all current municipal members acting through their Chief Executive Officer, of the Consortium.

14. Flood Plain Management/Guidance

Part of the regular CEO responsibilities will be a determination whether Flood Plain Management regulations are applicable to any permit application. If there are flood plain issues that require further evaluation/analysis and a MACE member wishes to use a MACE CEO to address the flood plain issues, there will be an additional cost added to the regular permit fee.

15. Zoning Officer

MACE CEO's will serve, under the following conditions, as Zoning Officer for those members who have zoning. The zoning regulations must be clear and easily interpreted. When a situation arises where there is no clear or immediately available answer, the CEO will not be responsible for making a judgement. The CEO shall have the sole and absolute discretion to refer the issue back to the municipality which will then be responsible for letting the CEO know how to proceed. (The concern here is to limit the time the CEO has to spend interpreting the zoning regulations.)

I. This Agreement shall be interpreted to be in compliance with the provisions of Article 5-G of the General Municipal Law of the State of New York, and shall be interpreted in accordance with the Civil Service Law of the State of New York. If any portion of this Agreement is found to be invalid, the remainder of this Agreement shall continue in full force and effect, subject to any necessary changes to address such partial invalidity.

II. Each participating municipality hereby signifies its approval of this Agreement and authorizes its Supervisor or Mayor, as the case may be, to execute this Agreement on its behalf.

MUNICIPAL AGREEMENT FOR CODE ENFORCEMENT SERVICES (MACE)
April 4, 2023 – December 31, 2023

IN WITNESS WHEREOF, each municipality has caused this Agreement to be executed on its behalf by its Supervisor or Mayor, effective as of the day and year set forth above.

Date _____ **TOWN OF RUSHFORD** BY _____

Date _____ **TOWN OF CANEADEA** BY _____

Date _____ **TOWN OF HUME** BY _____

Date _____ **TOWN OF CENTERVILLE** BY _____

Date _____ **TOWN OF NEW HUDSON** BY _____

Date _____ **TOWN OF ANGELICA** BY _____

Date _____ **TOWN OF BIRDSALL** BY _____

Date _____ **TOWN OF WEST ALMOND** BY _____

Date _____ **TOWN OF BELFAST** BY _____

Date _____ **TOWN OF ALLEN** BY _____

Date _____ **TOWN OF SCIO** BY _____

Date _____ **TOWN OF ALFRED** BY _____

Date _____ **TOWN OF GENESEE** BY _____

Date _____ **TOWN OF ALMOND** BY _____

Date _____ **TOWN OF WARD** BY _____

Date 4/4/23 **TOWN OF ALMA** BY Steve Dickson

Date _____ **VILLAGE OF ANGELICA** BY _____

Date _____ **VILLAGE OF CUBA** BY _____

Date _____ **VILLAGE OF BELMONT** BY _____

(2/23)