

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF PLATTSBURGH AND TOWN OF PLATTSBURGH

PLANNING & COMMUNITY DEVELOPMENT**

This **MEMORANDUM OF AGREEMENT** (“MOA”), dated as of the 16th day of April, 2021, by and between the **CITY OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, Clinton County, New York (the “City”) and the **TOWN OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 151 Banker Road. Plattsburgh, Clinton County, New York (the “Town”).

W I T N E S S E T H:

WHEREAS, the City and Town are municipal corporations duly established and validly existing under the laws of the State of New York; and

WHEREAS, in an effort to maintain the respective communities as viable social, cultural and economic city centers and encourage development therein, the parties hereto are desirous of entering into this MOA setting forth the terms of their mutual agreements regarding the potential development of property, and to establish a framework of cooperation upon which the City & Town may work collaboratively to develop procedures and processes to ensure mutually compatible zoning and development at municipal boundaries; and

WHEREAS, the City and Town agree upon the benefits of intentional community development, including Smart Growth, Comprehensive land use planning, Zoning, Complete Streets, and any future planning methods not yet identified, that serve to enrich the lives of their residents and the shared economy of their respective communities; and

WHEREAS, such cooperation shall be completed with outlined coordination between the City and Town in those instances where development projects are substantially contiguous to a municipal boundary, and may result in impacts to traffic, utilities, community character, etc. and/or development patterns within the adjacent community; and

WHEREAS, in 2019 the Town developed “Elevate Plattsburgh,” a Smart Growth Plan designed promote the development of a more livable, authentic, and diverse Town Center; and

WHEREAS, Elevate Plattsburgh envisions Town Center with an array of housing options, access to multiple modes of transportation, increased density, infrastructure efficiency & community resiliency, both environmental and economic; and

WHEREAS, the Town followed development of Elevate Plattsburgh with a Zoning Ordinance amendment focused on the commercial Town Center with an emphasis on high quality design, public spaces and human-scale development; and

WHEREAS, beyond a name and a border, the City shares these same values with the Town and is currently revising its comprehensive plan, focusing on each Ward individually, followed by development of a cohesive plan for the City as a whole; and

WHEREAS, the City's plan intends to focus on transportation diversity, enhancement and development of parks and social spaces, fostering a robust local business environment, and the City intends to provide for a range of housing options and mixed use in-fill development, all with an over-arching purpose of celebrating local culture, history, and community; and

WHEREAS, both the City and Town value and wish to act upon the proven benefits of intentional community development, including Smart Growth, comprehensive land use, zoning, Complete Streets and any future planning methods not yet identified that serve to enrich the lives of our residents and the shared economy of our communities; and

WHEREAS, it is the intention of this agreement to outline practical and reasonable methods for collaboration to achieve the aforementioned shared goals; and

WHEREAS, Section 20 of the General City Law of the State of New York authorizes, among other things, each city located in the State to contract and be contracted with; and

WHEREAS, Section 64 of the Town Law of the State of New York authorizes, among other things, incorporated Towns located in the State to contract and be contracted with; and

WHEREAS, by Resolution No. _____, duly adopted by the City on April 15, 2021, the City authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "City Planning Resolution"); and

WHEREAS, by Resolution No. _____, duly adopted by the Town on April 15, 2021, the Town authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "Town Planning Resolution"); and

NOW, THEREFORE, in consideration of the above mutual covenants, conditions and agreements contained herein, and pursuant to the authority vested in them, the parties agree as follows:

1. To conduct comprehensive planning, zoning, and land use development strategies with mindfulness and circumspection, that considers the impacts upon each community's neighbors and the entire region; to communicate intentionally, and meaningfully with each other when developing such plans; to invite each other to participate in the planning process; to celebrate

and promote the parties' shared history, shared values, and shared opportunities; and, to open and maintain the pathways of communication between the municipalities in order to explore those countless opportunities.

2. To acknowledge and respect the parties' borders and jurisdictions, but to also recognize the invisibility of such borders to visitors, students, and people in transit; to acknowledge and analyze the differences in the City and Town's historical patterns of development; and to recognize land use patterns may transcend municipal borders.

3. Where meaningful and practical, to develop zoning and land use patterns that strive for compatibility, and at a minimum, do not detract from the character of the adjacent community.

4. The parties shall agree to inform each other of proposed development projects that are substantially contiguous to the municipal boundary that may result in impacts to traffic, utilities, and/or community character, etc.; and, to invite comment and participation from the other in the review and consideration of such projects.

5. To collaborate on shared commercial corridor enhancements, including, but not limited to, those on Cornelia Street, Rugar Street, Commodore Thomas Macdonough Highway, Route 9 North & South and South Peru Street; and, to share existing plans, ideas, and opportunities with each other so that improvements may advance together with greater impact and benefit; and, to collaborate on funding and implementation opportunities for mutually beneficial projects.

6. General Covenants of the City and the Town.

(i) All necessary resolutions and actions authorizing the execution and delivery of this MOA, as well as the covenants and agreements contained herein, have been duly adopted and recorded.

(ii) This MOA is neither a fiscal nor a funds obligation document. This MOA is intended to set forth the general agreements among the parties and their respective rights and obligations. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

7. Notice. The principal contacts for this agreement are:

Christopher Rosenquest, Mayor of the City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 563-7701
Email: mayor@cityofplattsburgh-ny.gov

Michael Cashman, Supervisor, Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901
Phone: (518)562-6800
Email: michaelc@townofplattsburgh.org

8. Miscellaneous.

(i) Governing Law. This MOA, and any dispute, claim or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the law of State of New York.

(ii) Limitation of Liability. This MOA in no way assumes either party liable for risks or injuries incurred on any part of the property identified in this document.

(iii) No Oral Modification. This MOA may be modified or amended upon written consent of both parties or may be terminated with 30-day written notice of either party.

(iv) Term and Termination. Unless terminated in accordance with the terms set forth herein, this MOA will remain in force and-effect.

(v) Counterparts. This MOU may be executed in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Memorandum of Agreement as of the day and year first written above.

Date: April 16, 2021

CITY OF PLATTSBURGH

By: _____

Name: Christopher Rosenquest

Title: Mayor

Date: April 16, 2021

TOWN OF PLATTSBURGH

By: _____

Name: Michael Cashman

Title: Town Supervisor