

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of December, 2019, between the **TOWN OF HEMPSTEAD** ("Town of Hempstead"), a municipal corporation of the State of New York with offices at 1 Washington Street, Hempstead, New York 11550, the **VILLAGE OF LAWRENCE** ("the Village of Lawrence"), a municipal corporation of the State of New York with offices at 196 Central Avenue, Lawrence, New York 11559, and the **VILLAGE OF WOODSBURGH** ("the Village of Woodsburgh"), a municipal corporation of the State of New York, with offices at 30 Piermont Avenue, Hewlett, New York 11557 (collectively "the three Municipalities" or the "the municipalities, hereto").

WITNESSETH

WHEREAS, the three Municipalities each recognize their individual responsibilities to provide for a properly balanced and well-ordered plan of development and land use within their individual communities¹, they also recognize that, "in enacting . . . [local] zoning . . . , consideration must be given to regional needs and requirements. . . . [and that] [t]here must be a balancing of the local desire to maintain the status quo within the community and the greater public interest that regional needs be met"²; and

¹ *Udell v. Haas*, 21 N.Y.2d 463, 288 N.Y.S.2d 888, 235 N.E.2d 897 (1968).

² *Berenson v. New Castle*, 67 A.D.2d 506, 415 N.Y.S.2d 669 (2d Dept. 1979).

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TOWN OF HEMPSTEAD
TOWN CLERK

WHEREAS, pursuant to Section 239-NN of the New York State General Municipal Law, which provides for the "Rights and Duties of Neighboring Municipalities in Planning and Zoning Matters," it is the intent and purpose of State of New York "to encourage the coordination of land use development and regulation among adjacent municipalities in order that each adjacent municipality may recognize the goals and objectives of neighboring municipalities, and as a result development occurs in a manner which is supportive of the goals and objectives of the general area" and neighboring municipalities; and

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law Article 5-J, Section 119-u, Village Law Section 7-741, and Town Law Section 284, municipal corporations of the State are empowered to enter into Intermunicipal Cooperation Planning and Land Use Regulation agreements, with the purpose of undertaking mutually beneficial and shared comprehensive planning and land use regulation, in order to promote intergovernmental cooperation, increase coordination and effectiveness of comprehensive planning and land use regulation, and make more efficient use of infrastructure and municipal revenues and resources, as to enhance the protection of community resources where such resources span, and/or have impacts across, municipal boundaries; and

WHEREAS, the three Municipalities are adjacent and contiguous to one another, and share mutual concerns with regard to potential future residential and commercial

development in the environmentally-sensitive coastal area of the Town and Villages that span their common and shared municipal boundaries; and

WHEREAS, the three Municipalities are deeply concerned with the existing and ongoing degradation of the coastal area spanning all three jurisdictions and the impacts caused by storm events, including recent events (*i.e.*, Superstorm Sandy), sea level rise, and the potential impacts of development along their shared common coastal area; and

WHEREAS, the three Municipalities acknowledge their individual obligations and desire, in coordination, to maintain the cultural, scenic, aesthetic, environmental, historic, and social assets of the coastal area spanning all three jurisdictions, including coastal resources, open space preservation, and recreational opportunities; and

WHEREAS, each of the three Municipalities acknowledge their obligation to regulate, through zoning, against deleterious impacts of potential over-development of environmentally sensitive areas; and

WHEREAS, the three Municipalities also acknowledge their individual obligations and desire, in coordination, to address and mitigate future additional impacts resulting to their common coastal area caused by existing limitations and future degradation of roadway and traffic conditions; and

WHEREAS, in the low lying southern coastal areas of the Town and adjacent contiguous two Villages there are located golf courses that have been in place for many years, which have provided open space, not only for recreation, but a natural mitigation

and buffer against adverse impacts on the environment and, therefore, the well-being and safety of not only the adjacent Municipalities, but the entire surrounding region; and

WHEREAS, as a result of declining golf participation, golf courses are closing; and

WHEREAS, one of these golf courses facing closure is the Woodmere Golf Club ("The Woodmere Club"); and

WHEREAS, the property of the Woodmere Golf Club (the "Woodmere Golf Club property") is approximately 118.4± acres in size, located partially in the Town of Hempstead (55± acres), partially in the adjacent contiguous Village of Woodburgh (40.5± acres), and partially in the adjacent contiguous Village of Lawrence (22.9± acres), the Woodmere Golf Club property spanning the common and shared boundaries of the three Municipalities; and

WHEREAS, the Woodmere Golf Club property (a) is located in a relatively vulnerable, low-lying coastal area, well within a Special Flood Hazard Area (100-year flood plain) and the New York State Coastal Boundary Area; (b) is also impacted by shallow groundwater conditions; (c) has been identified by the New York State Department of Environmental Conservation ("N.Y.S.D.E.C.") as having the presence of Significant Natural Communities and Rare Plants and Animals at the Woodmere Golf Club property; and (d) has also been identified by the New York State Office of Parks,

Recreation, and Historic Preservation ("OPRHP") as a potentially-archeologically sensitive area; and

WHEREAS, as a result of the anticipated closure of the Woodmere Golf Club, the large and mostly open coastal area comprising the Woodmere Golf Club property would be particularly vulnerable to future residential and commercial development under current zoning laws, and which potential development seriously threatens both this environmentally-sensitive coastal area, the well-being of the Town and adjacent Villages, as well as the region as a whole, and which potential adverse impacts and loss of existing open space would not be adequately mitigated by existing and inconsistent zoning regulations in the Town and Villages with respect to permissible future development, including permissible lot size, density, pervious coverage, and building height; and

WHEREAS, given the presence of the significant environmental and cultural resources present on the Woodmere Golf Club property, it is the hope and intention of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh to act jointly and in concert: (a) to regulate development in this shared environmentally sensitive coastal area -- allowing for the enhanced protection of the Town's and adjacent Villages' shared common environmental and cultural resources, (b) to preserve and protect the character of the residential neighborhoods located near the Woodmere Golf Club property, both within the unincorporated areas of the Town and in the neighboring incorporated Villages of Woodsburgh and Lawrence, (c) to mitigate

consequences of development and the potential loss of open space and recreational opportunities, (d) to preserve, and to encourage the preservation of open space on the Woodmere Golf Club property, while regulating residential development to a lower level of density than previously permitted within the existing zoning districts of the Town and Villages, (e) to protect against future flooding and storm events, (f) to take affirmative action to assure a resilient coast, and (g) to mitigate the adverse impacts of future development on local traffic; and

WHEREAS, it is the belief of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh that, unless checked through coordinated effort, the potential future loss of existing open space within the present Woodmere Golf Club property to potential over-development in this common and shared environmentally sensitive coastal area of the Town and contiguous Villages presents an immediate threat to the public health and safety of the Town, the adjacent Villages, and the region as a whole, and can best be mitigated, and the additional benefits accomplished, with the coordinated creation, by ordinance or local law, as the case may be, in each of the adjacent municipalities, hereto, of new contiguous zoning districts (the "contiguous zoning districts"), individually and collectively referred to herein, as the case may be, the "Coastal Conservation District -- Woodmere Club", spanning and including the entire Woodmere Golf Club property, located in both the Town of Hempstead and the adjacent contiguous Villages of Lawrence and Woodsburgh; and

WHEREAS, it is the belief of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh that the coordinated creation of these contiguous zoning districts, encompassing all of the parts of the former Woodmere Golf Club property located in all three municipalities, will best preserve the natural resources and environmental features located in all three municipalities, while also preserving the character of the regional community at large; and

WHEREAS, the coordinated establishment of these contiguous zoning districts will permit all three Municipalities, in coordination, to pay special consideration to preserving and providing for sustainable infrastructure elements, and protecting and enhancing efforts to protect the local waters, tributaries, wetlands, waterfront, and abutting areas, which will help to mitigate flood and storm impacts, protect against high tide events and sunny day impacts, preserve open space, reduce stormwater runoff, improve local water quality, and enhance the surrounding wetlands that serve to protect and cleanse the ecosystem, in all three municipalities; and

WHEREAS, the Town Board of the Town of Hempstead, and the Boards of Trustees of the adjacent contiguous Villages of Lawrence and Woodsburgh, have each found that the creation of these coordinated, adjacent and contiguous zoning districts, providing for coordinated zoning provisions and regulations in all three municipalities pursuant to the laws and ordinances of each municipality, is in the public interest of each Municipality, and that the creation of these contiguous zoning districts in, and pursuant to

the laws of each municipality, is in the interest of the protection and promotion of the public health, general welfare and safety of the residents of all three Municipalities and the surrounding region, while preserving the autonomy of each municipality:

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Town of Hempstead, the Village of Woodsburgh, and the Village of Lawrence, jointly agree as follows:

1. **The "Coastal Conservation District -- Woodmere Club"**

Consistent with the provisions of this Agreement:

(a) Each of the three Municipalities agrees to work cooperatively with the other municipalities, hereto, in drafting and proposing the ordinance or local laws, as the case may be, for the adoption of a Coastal Conservation District-Woodmere Club within its territorial jurisdiction in conformance with the intent and spirit of this Agreement; and

(b) Each of the three Municipalities shall, on due notice to the public of that municipality, propose, and hold one or more public hearings, and take such other action as required by law on the required vote of its legislative governing body to adopt, as the case may be, an ordinance or local law for the creation of the Coastal Conservation District-Woodmere Club to comprise all of the land formerly of the Woodmere Golf Club to the extent located within the bounds and territorial jurisdiction of each municipality in accordance with the terms and provisions of such law and this agreement, as agreed upon

by all three Municipalities, which, after adoption, will be appended to, and made a part of, this Agreement; and

(c) Each municipality, hereto, shall, in coordination with the other two Municipalities, hereto, submit the proposals for the creation of the Coastal Conservation District -- Woodmere Club in each municipality to the Nassau County Planning Commission as required by Section 239-m of the N.Y.S. General Municipal Law for its review; and

(d) Each municipality, hereto, will conduct review pursuant to the State Environmental Quality Review Act ("SEQRA"), attendant to the adoption of the proposed contiguous zoning districts, as required by law, in coordination with the other municipalities, hereto.

2. **Rights and Duties of Neighboring Municipalities
in Planning and Zoning Matters**

Consistent with, and in addition to, the provisions of General Municipal Law Section 239-NN, and after creation of the three contiguous Coastal Conservation Districts -- Woodmere Club in each municipality:

(a) No one of the three municipalities shall, once adopted, adopt any amendments to its respective version of the Coastal Conservation District -- Woodmere Club without abiding by the following procedure:

(i) It is the express intent of the three Municipalities, in entering into this Agreement and in adopting their respective versions of the Coastal Conservation District - Woodmere Club, to work in a collegial fashion and, prior to formally proposing an amendment to its Coastal Conservation District -- Woodmere Club, to seek input from, and the consent of, the other two municipalities as provided for herein below; and

(ii) Prior to scheduling a public hearing for a proposed amendment, the municipality proposing such amendment (the "proposing municipality") shall provide written notice by its Town or Village Attorney to the other two (2) municipalities, to be sent to the Clerk or Administrator, and Town or Village Attorney, including a copy of the proposed amendment; and

(iii) If either of the other two (2) municipalities states in writing that it does not object to the proposed amendment or thirty (30) days passes since the provision of such notice without such objection, the proposing municipality may schedule a public hearing to consider such amendment and may adopt the proposed amendment in the same manner and following the same procedure as any other proposed zoning law amendment; and

(iv) If either of the other two municipalities either objects to the proposed amendment or requests that the proposed amendment be modified, that municipality shall provide written comments to the proposing municipality and the third municipality setting forth its objections or proposed changes to the proposed amendment; and

(v) If any changes are proposed or objections are made to the proposed amendment, the proposing municipality, if it agrees to the changes or proposes further amendments based on the objection(s), shall provide a revised version of the proposed amendment to the other two municipalities, whereupon each municipality shall have thirty (30) days in which to comment or object, whereupon the same procedure for objections and proposed changes, as set forth herein, shall apply; and

(vi) If the proposing municipality does not agree to the proposed changes to its proposed amendment, it shall not proceed to the adoption of its proposed amendment; and

(vii) No amendment to the Coastal Conservation District -- Woodmere Club may be adopted by any of the three Municipalities, except in accordance with this subsection; and

(viii) Notice required herein shall be sent by regular mail and electronic mail to the Clerk/Administrator and the Town Attorney or Village Attorney of the other municipalities, as the case may be.

(b) Each municipality, hereto, shall give notice to the other municipalities, hereto, of any hearing scheduled in said municipality or municipalities in connection with (herein "the applications") site plan review, special use permit, or any proposed variance relating to any land within the bounds of its Coastal Conservation District -- Woodmere Club:

(i) Such notice, as required by subsection (b), shall be given at least twenty-one (21) days prior to any such hearing by regular mail and electronic mail to the Clerk/Administrator and Attorney of the other municipalities. Such mailing shall be deemed sufficient service under this or any other law requiring notice of any such hearing; and

(ii) Each of the other municipalities, hereto, (the "other municipalities") shall have standing to participate, and may appear and be heard, at such hearing or hearings, and may present witness testimony, evidence, and file thereat a memorandum of its position. This provision does not preclude or modify any rights of standing and participation of any other person or entity; and

(iii) The disposition of such applications shall be governed by the building and zoning codes of the municipality having jurisdiction of the application and hearing; and

(iv) A decision concerning any such application(s) made by another municipality, shall be subject to a timely judicial review at the behest of the other municipality or municipalities pursuant to Article 78 of the New York Civil Practice Law and Rules ("CPLR") providing for review of acts of such municipal agencies, commenced within the time provided by law, as the case may be, and shall have standing in such proceeding.³

³ Bedford v. Mount Kisco, 33 N.Y.2d 178, 351 N.Y.S.2d 129, 306 N.E.2d 155 (1973).

3. **Right to Terminate by Notice.**

(a) Each Municipality, hereto, reserves the right, upon resolution duly adopted by its governing Board after a public hearing ("termination hearing") on notice and upon following the procedures provided for herein, to terminate its participation. Termination of that municipality's participation shall be effective three (3) months after the adoption of its resolution authorizing termination.

(b) Such termination hearing shall be on not less than fourteen (14) days written notice to the other municipalities by service on their Town and/or Village Clerks/Administrators and Attorneys, as well as publication notice of at least ten (10) days prior to the public hearing in the official newspaper of the terminating municipality.

(c) In the event of proposed termination of participation, notice of termination of this Agreement must be sent by certified mail, return receipt requested, not more than fourteen (14) days after adoption of the resolution provided for in subparagraph (a), above, as follows:

if mailed to the Town of Hempstead, to:

Counsel to the Town Board,
Town of Hempstead
1 Washington Street,
Hempstead, New York 11550

with a copy to:
Town Attorney
Town of Hempstead
1 Washington Street,

Hempstead, New York 11550

if mailed to the Village of Lawrence, to:

Village Administrator,
Village of Lawrence
196 Central Avenue,
Lawrence, New York 11559

with a copy to:

Village Attorney
Village of Lawrence
196 Central Avenue,
Lawrence, New York 11559
If mailed to the Village of Woodsburgh, to:

Village of Woodsburgh
30 Piermont Avenue,
Hewlett, New York 11557

with a copy to:

Village Attorney
Village of Woodsburgh
30 Piermont Avenue,
Hewlett, New York 11557

(d) Written notice by registered or certified mail to the other parties at the addresses herein or at any other address for which notice has been given, shall be deemed as notice given hereunder. Such notice of intent to terminate shall be accompanied by a certified copy of a Resolution of the applicable legislative Board of the respective municipality or municipalities giving such notice; and

(e) Termination of this Agreement by any of the three Municipalities, hereto, with respect to the use of any land within the "Coastal Conservation Districts -- Woodmere Club" shall not, alone and without further action, invalidate any zoning law, rule, regulation, or determination adopted by any municipality with respect to the properties within the contiguous "Coastal Conservation Districts -- Woodmere Club." Nor shall termination extinguish the right to notice as required by paragraph 2(b) herein, which paragraph shall survive any termination of this agreement.

4. **Governing Law; Severability.**

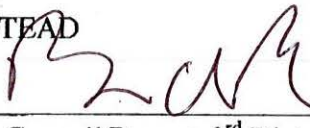
This Agreement shall be governed by the laws of the State of New York. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

5. **Entire Agreement**


This Agreement represents the entire Agreement of the parties and may not be modified or amended except by a written instrument duly approved by each of the respective Municipalities.

IN WITNESS WHEREOF, the respective municipalities, hereto, have executed this Agreement by the respective Mayors and Councilmen, with the authority as provided by Resolution of each respective legislative Board.

TOWN OF HEMPSTEAD

By: 
Council Person, 3rd District

Dated:

By: 
Council Person, 4th District

Dated:

VILLAGE OF LAWRENCE

By: 
, Mayor

Dated: 1/9/20

VILLAGE OF WOODSBURGH

By: 

Dated: 1/14/2020

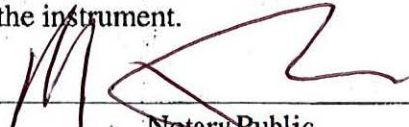
ACKNOWLEDGMENTS

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this 4 day of ~~December~~ ^{January} 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Blakeman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public


MARCUS ROBERT POVINELLI
Notary Public, State of New York
No. 01PO6305787
Qualified in Nassau County
Commission Expires June 16, 2022

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this 21 day of ~~December~~ ^{January} 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony D'Esposito personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public

MARCUS ROBERT POVINELLI
Notary Public, State of New York
No. 01PO6305787
Qualified in Nassau County
Commission Expires June 16, 2022

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this 9 day of ~~December~~ ^{January} 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Alex H. Edelman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Alison Cohen

Notary Public

Alison Cohen

Notary Public, State of New York

No. 01CO6276676

Qualified in Nassau County

Commission Expires 02/19/2021

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this 14th January ²⁰²⁰ day of ~~December~~ in the year ~~2019~~ before me, the undersigned, a Notary Public in and for said State, personally appeared LEE ISRAEL, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Janice Brennan

Notary Public

JANICE BRENNAN

Notary Public, State of New York

No. 4820103

Commission Expires 12/31/22

Qualified in Nassau County