

A G R E E M E N T

Agreement made by and between the Town of Boylston, with offices at 580 County Route 13, Lacona, New York 13083 (hereinafter referred to as "Boylston"); and the Town of Redfield, with offices at 4830 County Route 17, Redfield, New York 13437 (hereinafter referred to as "Redfield"); and the Town of Osceola, with offices at 1426 Osceola Rd., Camden, New York 13316 (hereinafter referred to as "Osceola"); and the Town of Florence, with offices at 11897 Taberg-Florence Road, Camden, New York 13316 (hereinafter referred to as "Florence").

R E C I T A L S

1. The towns of Boylston, Redfield, Osceola and Florence have duly enacted zoning laws governing land use within their communities.
2. Pursuant to Town Law of the State of New York, Article 16 and the zoning laws of the individual towns who are party to this agreement, a board of appeals is required to be established to provide for the interpretation of such zoning laws and other issues relating to variances from their laws.
3. Because of the size of the relative communities that are parties to this agreement, it is physically and fiscally difficult to maintain separate boards of appeals in each town in compliance with Section 267 of the Town Law of the State of New York.
4. Pursuant to Section 284 of the Town Law and Article 5-G of the General Municipal Law of the State of New York, the towns who are a party to this agreement wish to enter into an agreement to establish a cooperative zoning board of appeals.
5. It is the purpose of this agreement to provide rules and regulations for such cooperative zoning board of appeals.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, receipt of which is hereby acknowledged, it is agreed as follows:

1. The towns of Boylston, Redfield, Osceola and Florence hereby agree to establish and maintain a cooperative zoning board of appeals to be known as the Tug Hill West Cooperative Zoning Board of Appeals.

2. Any town which is a party to this agreement may withdraw from the same on six months prior written notice to the other towns, which notice must be a minimum of six months prior to December 31 of each year. No town may withdraw from this agreement except at the end of a calendar year.
3. New towns may be added to this agreement with the consent of a majority of the other towns who are then a member, provided however, that such towns may only be added commencing on January 1 in any given calendar year and notice of a request to be added must be given a minimum of six months prior to the beginning of that year.
4. Representation on the Board.
 - a) Each town shall be allowed to select one representative from its town to be a member of the Tug Hill West Cooperative Zoning Board of Appeals. Such person shall be appointed annually by their respective town board for a one-year term.
 - b) In the event of a vacancy, the town whose member has been lost shall be allowed to replace that member with a new appointee who shall serve the unexpired balance of the vacated term.
 - c) Any new participating communities added at a later time shall appoint their initial representative to a one-year term.
5. Term of Agreement.
 - a) Initial Term. This agreement shall be for an initial term of five years commencing on January 1, 2025, and ending on December 31, 2029.
 - b) Extension. This agreement shall be automatically extended for an additional five-year period upon the same terms and conditions. If any community intends not to extend or renew this agreement, it must give notice to the other communities a minimum of six months prior to the expiration of the term of this agreement.
6. Duties.
 - a) The Tug Hill West Cooperative Zoning Board of Appeals shall be charged with hearing applications for

interpretation of the zoning law of any of the communities which are a member of this agreement and/or the granting of use and area variances upon application for any of the communities that are a member of this agreement.

- b) The Board shall apply those standards for interpretation and granting of variances as are contained in Section 267-b of the Town Law of the State of New York as the same may be amended from time to time.
- c) Procedure. The procedure for granting or denial of a request for interpretation or variance shall be strictly governed by Section 267-a of the Town Law of the State of New York provided, however, that any hearings being conducted by the Cooperative Zoning Board of Appeals on any specific application, must be held in the town from which such request originated.
- d) Compliance with Other Laws. The Tug Hill West Cooperative Zoning Board of Appeals shall comply in all respects with the requirements of Section 239-m of the General Municipal Law of the State of New York and provisions of the State Environmental Quality Review Act and the regulations adopted pursuant thereto which may apply to any application which is before it.

7. Officers.

The Tug Hill West Cooperative Zoning Board of Appeals shall select its own chairman and secretary in January of each year by vote of a majority of the members. The Board shall also select a vice chairman to serve in the absence of the chairman. Each community shall have one vote through its member appointed to the Tug Hill West Cooperative Zoning Board of Appeals in the selection of officers.

8. Voting.

A quorum of the Tug Hill West Cooperative Zoning Board of Appeals shall be considered a majority of the members. If, in any given year the number of participating communities on the Tug Hill West Cooperative Board of Appeals is an even number, a majority shall be considered fifty percent plus one. To successfully pass a resolution on interpretation or variance, a

majority of all potential votes of the board are required to reverse the determination of the zoning enforcement officer.

9. Records and Record Keeping.

- a) The Tug Hill West Cooperative Zoning Board of Appeals may delegate certain ministerial tasks to others, such as the Cooperative Tug Hill Council.
- b) Location of Records. A copy of the minutes of all Board meetings shall be filed with the town clerk of each participating community. When applications are received from individual towns, a copy of all such applications shall be filed with the town clerk of that town. The application and any materials related to individual applications from a particular town shall be filed with the town clerk of that town and a record of that application shall be maintained in that town.
- c) Records shall be kept in accordance with provisions of the Public Officers Law.

10. Bylaws.

The Tug Hill West Cooperative Zoning Board of Appeals shall periodically, as it deems proper, adopt, amend and revise bylaws for its internal operation. Such bylaws, when approved by the Tug Hill West Cooperative Board of Appeals, shall become binding. No such bylaws and proposed revisions to bylaws shall be adopted until first reviewed by each of the participating towns. Upon adoption by the Tug Hill West Cooperative Zoning Board of Appeals, a copy of the bylaws shall be filed with the town clerk of each participating town.

11. Appeals.

Should any decision of the Tug Hill West Cooperative Zoning Board of Appeals be appealed, the town from which the application originated shall be responsible for all legal costs associated with that appeal.

12. Amendment.

This agreement represents the entire agreement of the parties, and all prior understandings or agreements are hereby merged herein. Specifically, this agreement supersedes and modifies the prior intermunicipal agreement of the certain of these

parties duly executed in 1981 and 1997 and 2012. This agreement may not be amended or modified except in writing, duly signed and acknowledged by the parties.

13. Interpretation.

The agreement shall be interpreted by and in accordance with the laws of the State of New York.

14. Severability.

If at any time any portion of this agreement is found to be void, voidable or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any other provision of this agreement.

IN WITNESSS THEREOF, the parties have set their hands.

Town of Boylston

By: 

Town of Redfield

By: 

Town of Osceola

By: 

Town of Florence

By: 