

A G R E E M E N T

Agreement made by and between the Town of West Turin, with offices at 3069 North Main Street, Constableville, New York 13325 (hereinafter referred to as "West Turin"), and the Town of Turin, with offices at RR 1, Box 31, Whiskey Lane Road, Turin, New York 13473 (hereinafter referred to as "Turin"); and the Town of Pinckney, with offices at Route 1, Box 118E, Copenhagen, New York 13626 (hereinafter referred to as "Pinckney"); and the Town of Osceola, with offices at 42 Ryan Road, Williamstown, New York 13493 (hereinafter referred to as "Osceola"); and the Town of Montague, with offices at RR 2, Box 199C, Lowville, New York 13367 (hereinafter referred to as "Montague"); and the Town of Florence, with offices at 11896 T.C./Florence Road, Camden, New York 13316 (hereinafter referred to as "Florence").

R E C I T A L S

1. The Towns of West Turin, Turin, Pinckney, Osceola, Montague, and Florence have duly enacted Rural Development Codes governing land use within their communities.
2. Pursuant to the Town Law of the State of New York, Article 16 and the Rural Development Codes 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 Rural Development Code and other issues relating to variances from their Code.
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 Township 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 5G 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 consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Towns of West Turin, Turin, Pinckney, Osceola, Montague, and Florence, hereby agree to establish, fund, and maintain a Cooperative Zoning Board of Appeals to be known as the Tug Hill 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 Townships, 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 Township to be a member on the Cooperative Zoning Board of Appeals. Such person shall be appointed by their respective Town Board for a five year term, except that members first appointed shall be for staggered terms based on an alphabetical listing of the participating communities (example: Florence - one year; Montague - two years; Osceola - three years; Pinckney - four years; Turin - five years; West Turin - 1 year).

- 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 five year term.

5. Term of Agreement.

- a) Initial Term. This agreement shall be for an initial term of five (5) years commencing on January 1, 1997 and ending on December 31, 2001.
- b) Extension. This agreement shall be automatically extended for an additional five (5) 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 (6) months prior to the expiration of the term of this agreement.

6. Duties.

- a) The Cooperative Zoning Board of Appeals shall be charged with hearing applications for interpretation of the Rural Development Code of any of the communities which are a member to 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 for 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 Township from which such request originated.
- d) Compliance with Other Laws. The 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.

- a) The 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 an Acting Chairman to serve in the absence of the Chairman. Each community shall have one (1) vote through its member appointed to the Cooperative Zoning Board of Appeals in the selection of officers.
- b) The Cooperative Zoning Board of Appeals may, if proper budgetary allocations are made, hire an individual to act as Secretary for the purpose of taking minutes and keeping records.

8. Voting.

- a) Quorum. A quorum of the 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 Cooperative Board of Appeals is an even number, a majority shall be considered fifty percent (50%) plus one (1).
- b) To successfully pass a resolution on interpretation or variance, a majority of all potential votes of the Board shall be required.

9. Funding.

- a) Budget. Each year the Cooperative Zoning Board of Appeals shall meet in August to determine a budget for the upcoming fiscal year. The budget developed shall be submitted to the Town Boards of all participating Towns for review no later than September 1 of each year. Each participating Town shall then provide its pro-rata share of such budget by making an annual appropriation in its budget. For the purposes of this agreement all participating Towns shall contribute equally to the budget, provided that the community acting as fiscal agent may have its contribution reduced by an amount equal to the cost of providing fiscal agent services.

- b) Each year in August at the budget meeting, the Board shall designate which community shall act as fiscal agent for its next calendar year, for managing the funds necessary for the Cooperative Zoning Board of Appeals. All other communities shall contribute their funds to the fiscal agent of that Town which shall assume all financial responsibilities and functions. Any expenditures shall be pre-audited and approved by the Cooperative Zoning Board of Appeals before they are submitted for payment to the fiscal agent. In the event the Board fails to make a designation, the current fiscal agent shall continue.
- c) Board members acting as officers (Chairman, Acting Chairman, Secretary) may receive additional compensation, if so budgeted, for holding such offices.

10. Records and Record Keeping.

- a) The Secretary of the Cooperative Zoning Board of Appeals shall, or if appropriate budgetary allocations are made, may hire an individual to serve as a record keeper for the Board. That person shall be charged with the duty of receiving applications and correspondence, preparing agendas, keeping minutes at meetings, preparing minutes after meetings, and preparing decisions of the Board and any other clerical functions normally associated with record keeping for the Board. Nothing shall prevent the Cooperative Board from delegating certain ministerial tasks to other, 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 Townships, 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 Township.
- c) Records shall be kept in accordance with provisions of the Public Officers Law.

11. By-Laws.

- a) The Cooperative Zoning Board of Appeals shall periodically, as it deems proper, adopt, amend, and revise by-laws for its internal operation. Such by-laws, when approved by the Cooperative Zoning Board of Appeals, shall become binding. No such by-laws and proposed revisions to by-laws shall be adopted until first reviewed by each of the participating Townships. Upon adoption by the Cooperative Zoning Board of Appeals, a copy of the Bylaws shall be filed with the Town Clerk of each participating Town.

12. Appeals.

Should any decision of the Cooperative Zoning Board of Appeals be appealed, the Township from which the application originated shall be responsible for all legal costs associated with that appeal and the charges for the same shall not be a charge to the budget of the Cooperative Zoning Board of Appeals.

13. 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 inter-municipal agreement of the parties duly executed in 1981. This agreement may not be amended or modified except in writing, duly signed and acknowledged by the parties.

14. Interpretation.

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

15. Severability.

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