

**INTERMUNICIPAL CONTRACT FOR SHARED SERVICES  
OF BOARDS OF ASSESSMENT REVIEW**

This agreement by and between the Town of Lloyd, a municipal corporation in the County of Ulster, with offices at Thomas Shay Square, 12 Church Street, Highland, New York 12528, and the Town of Marlborough, a municipal corporation in the County of Ulster, with offices at 21 Milton Turnpike, P.O. Box 305, Milton, New York 12547,

WHEREAS, a need has existed, as between the parties, for coverage of the parties' respective Boards of Assessment Review due to possible conflicts of interest when individual members of each Board wish to file a grievance and appeal the respective assessment of their own property and should not hear such cases; and

WHEREAS, any agreement between the towns should be in writing and approved by the Town Boards of both municipalities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties shall share the services of their Board of Assessment Review on Grievance Day each year, hearing of any grievance from a Board member who grieves his or her own property or any property in which such member or a family member has an interest.

2. Pursuant to this contract, members of the Board of Assessment Review of each town be, and they hereby are, appointed as temporary members of the Board of Assessment Review of each other's town for all purposes when this contract is approved by the resolution of each municipality. The temporary member's decision shall be final and binding as if the decision of the other Town's Board.

3. There would normally be no remuneration to either town or the Board of Assessment Review for matters referred for a hearing and decision in the place and stead of the other town's Board of Assessment Review.

4. The Board of Assessment Review of each town shall be considered as a temporary appointee when working on a specific grievance, and all insurance and

liability requirements would be covered by the municipality whose grievance was being heard.

5. A Board of Assessment Review acting for a town in this agreement may borrow the Assessor's and other relevant files of the other town for purposes of working on the grievance or case, and it is agreed that the said file shall be returned to the home town when the grievance hearing is completed and a decision reached. At the Board's discretion, it may travel to the other town's office and hear the grievance or review documents there, if the file is too voluminous to move. Records shall be kept of the shared services by each municipality and the provider of the service shall send a memorandum identifying the time and date of the hearing and decision on each grievance. Records shall be available for inspection by either of the municipalities which are a party to this agreement.

6. Any party to this contract may revoke the same by sending a notice of such revocation to the Town Board of the participating municipality. Upon the revocation of this contract, any outstanding records shall be returned within thirty (30) days of such revocation, unless the parties agree in writing to extend such date of return.

7. Any actions taken by the Board of Assessment Review of the affected municipalities hereunder shall be consistent with all the duties delegated to such officials by law.

8. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect.

9. This contract shall be approved by the Town Board of each municipality and shall expire five (5) years from the date of its signing by its chief fiscal officer on behalf of its Town Board. The Town Board may extend or renew this contract at the termination thereof for another five (5) year period.

IN WITNESS WHEREOF, the Towns of Lloyd and Marlborough, Ulster County, New York, each has, by order of its respective Town Board, caused these presents to be

subscribed by each of its respective Supervisors, and the seal of the Town to be affixed and attested by its Clerk thereof, on the dates affixed next to their respective signatures.

Dated: \_\_\_\_\_, 2019

TOWN OF LLOYD

By: \_\_\_\_\_  
Paul J. Hansut, Supervisor

(Town Seal)

Attest:

\_\_\_\_\_  
Wendy Rosinski, Town Clerk

Dated: \_\_\_\_\_, 2019

TOWN OF MARLBOROUGH

By: \_\_\_\_\_  
Alphonso Lanzetta, Supervisor

(Town Seal)

Attest:

\_\_\_\_\_  
Colleen Corcoran, Town Clerk