

**INTERMUNICIPAL AGREEMENT  
JOINT ZONING BOARD OF APPEALS**

**THIS AGREEMENT** made and entered into this 11 day of September 2013 between the Town of Warsaw ("Town"), a municipal corporation of the State of New York with offices at 83 Center Street, Warsaw, New York 14569 and the Village of Warsaw ("Village"), a municipal corporation of the State of New York with offices at 15 South Main Street, Warsaw, New York 14569.

**WITNESSETH**

**WHEREAS**, the Town of Warsaw, New York and the Village of Warsaw, New York, currently have separate Zoning Boards of Appeals performing duties as promulgated in Article 16 of Town Law and Article 7 of Village Law; and

**WHEREAS**, the above named municipalities pursuant to General Municipal Law, Article 5-G, § 284 of Town Law and § 7-741 of Village Law are desirous of creating a joint Town and Village Zoning Board of Appeals to exercise jointly for the above agreeing municipality those powers and duties otherwise held separately by each respective municipality under Article 16 of Town Law and Article 7 of Village Law and to jointly administer zoning regulations, standards and policies which have been authorized or adopted by each via their respective ordinance or law and to perform other functions as authorized and empowered by the Town Board of the Town of Warsaw and the Village Board of the Village of Warsaw.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and in accordance with Local Law No. 3 of 2012 of the Village of Warsaw and Local Law No. 4 of 2012 of the Town of Warsaw, it is hereby acknowledged as agreed as follows:

1. That the Joint Zoning Board of Appeals of the Town of Warsaw and Village of Warsaw is hereby created of seven (7) members, three (3) of which will be appointed by the Town (from outside the Village), three (3) of which will be appointed by the Village (from inside the Village) and one (1) appointed by the Town and the Village; and
2. That the initial appointment of representatives from the Village will be for a term of one (1) year, a term of three (3) years and for a term of four (4) years; the initial appointment of representatives from the Town will be for a term of two (2) years; a term of four (4) years and for a term of five (5) years; the initial appointment of the jointly appointed representative will be for a term of five (5) years. At the expiration of each term thereafter, successors to these positions shall be appointed for terms of five (5) years; and
3. That at the expiration of each original appointment to the Joint Zoning Board of Appeals, vacant Town positions will be filled through appointment by the Town, vacant Village positions will be filled through

appointment by the Village and the vacant joint position will be appointed jointly by the Village and the Town, however, in the event either municipality is unable to fill appointments from their respective subdivision, both parties hereto agree to honor appointments from the Town or Village in an effort to maintain a viable Joint Zoning Board of Appeals; and

4. That if a vacancy shall occur in an unexpired term, appointment will be made by the respective municipality from which that member was appointed to fill the vacancy for the remainder of the unexpired term, however, if either municipality is unable to fill a vacancy from their respective political subdivision, both parties hereto agree to honor appointments from the Town or Village in an effort to maintain a viable Joint Zoning Board of Appeals; and

5. That the Joint Zoning Board of Appeals will apply those standards for compliance and interpretation based on the regulations and guidelines as promulgated by the respective ordinance or law of each municipality; and

6. That the Joint Zoning Board of Appeals in conducting business will comply with other laws relative to Town and Village Law, General Municipal Law and Agriculture and Markets Law of the State of New York and the provisions of the State Environmental Quality Review Act (SEQRA); and

7. That the Joint Zoning Board of Appeals shall hire an individual to act as Secretary to take minutes, keep records and conduct correspondence. The person hired as Secretary may be one of the appointed members of the Joint Planning Board. If a member of the Joint Planning Board is hired as Secretary said member shall receive remuneration as set forth in number 10 below; and

8. That the Joint Zoning Board of Appeals shall adopt bylaws outlining its structure and function, including, but not limited to, the selection of a Chairperson and Secretary, resolution procedures, meeting dates and process for conducting meetings; and

9. That the Joint Zoning Board of Appeals shall have powers on matters of zoning as promulgated by the enabling acts of New York State and those duties stated in the respective zoning ordinance or law of each municipality; and

10. That the Joint Zoning Board of Appeals shall receive remuneration for their services with the Chairperson receiving an extra stipend in accordance with the duties of such an office. Jointly, the Town and Village will annually establish said payment rates by joint resolution. The initial stipend for the Chairperson shall be \$35.00 per meeting while the initial stipend for board members shall be \$30.00 per meeting. A board member acting as Secretary shall receive an additional \$5.00 per meeting.

11. That the Joint Zoning Board of Appeals shall meet in August to determine a budget for the upcoming fiscal year. For the purpose of this Agreement, the Town and Village will contribute equally the cost of remuneration and training by providing for its pro-rata share of such budget by making an annual appropriation in its respective municipal budget. The fiscal agent for the Joint Zoning Board of Appeals shall be appointed by the Town; and

12. That in the event litigation occurs on the part of a petitioner as a result of the action of the Joint Zoning Board of Appeals, the costs associated with such litigation shall be the responsibility of the municipality whose ordinance or law has jurisdiction in said case; and

13. That to the extent outside costs for consultants or experts are incurred by the Joint Zoning Board of Appeals, such costs will be passed through to the municipality requiring such services; where such costs are for the joint benefit of the Town and Village, said expenses shall be shared equally between the Village and the Town. Prior to the Joint Planning Board incurring additional costs, an agreement acknowledging same shall be entered into by the Town and Village; and

14. That the Town of Warsaw and the Village of Warsaw accept as part of this Agreement that amendments will need to be made to their respective ordinance or law to effectuate the organization of the Joint Zoning Board of Appeals; and

15. That each municipality shall receive revenues based on the current fee structure stipulated in the respective resolution, ordinance or law; and

16. That the Village will continue to employ its Code Enforcement Officer who will carry out his duties in accordance with New York State Uniform Fire Prevention and Building Codes for the Village of Warsaw and the Town will continue to employ its Zoning Officer who will carry out his duties in accordance with the respective ordinance or law of each municipality; and

17. That this Agreement shall be interpreted by and in accordance with the laws of the State of New York and 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; and

18. That this Agreement shall be for an initial term of five (5) years commencing September 11, 2013 and ending on September 11, 2018. This Agreement shall be automatically extended for an additional five (5) year period and upon the same terms and conditions. If either municipality intends not to extend or renew this Agreement, it must give notice to the other a minimum of one hundred eighty (180) days prior to the expiration of the initial term or renewal term of this Agreement.

IN WITNESS WHEREOF, the parties hereto, and a duly authorized officer of each municipality has set their hands and seals this 3 day of September, 2013.

(SEAL)

VILLAGE OF WARSAW

By: Joseph P. Robinson  
JOSEPH ROBINSON, MAYOR

Attest:

Linda K. Hoffmeister  
LINDA HOFFMEISTER, CLERK

(SEAL)

TOWN OF WARSAW

By: Rebecca Ryan  
REBECCA RYAN, SUPERVISOR

Attest:

Cathy Smith  
CATHY SMITH, CLERK