

## INTERMUNICIPAL COOPERATION AGREEMENT

This intermunicipal Cooperation Agreement dated as of \_\_\_\_\_, 2025 (the "Agreement") is made between the Saratoga Springs City School District, a duly established school district of the State of New York, located in the County of Saratoga and State of New York, with the principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York (hereinafter referred to as the School District), and the Town of Wilton, a Municipal Corporation, established under the laws of the State of New York, located in the County of Saratoga and State of New York, with the principal place of business at 22 Traver Road, Wilton, New York (hereinafter referred to as the Town).

**WHEREAS**, the Town and School District have commercial properties of significant assessed value situated within the Town of Wilton and School District boundaries; and

**WHEREAS** it is anticipated that some of these commercial properties with significant assessed value will challenge the assessments as same appears on the annual tax assessment rolls of said Town; and

**WHEREAS**, the parties hereto acknowledge the substantial financial impact that issues relating to the assessed value of these commercial properties will have on the taxpayers situated in the Town and School District; and

**WHEREAS** the Town and the School District are desirous of arriving at a fair and equitable determination of the value of the owned property in the most cost-effective manner; and

**WHEREAS**, the Town and the School District hereto are of the opinion that the most cost-effective manner to arrive at a fair and equitable determination of the value of the property situated in the boundaries of the Town is for both parties to join together and share the costs and expenses incurred in defending the Town's assessed values; and

**WHEREAS**, the Town has retained law firms and services of other professionals including, but not limited to, appraisers and engineers to represent and assist the Town in any tax certiorari proceedings; now, therefore be it

**RESOLVED**, in consideration of the mutual covenants and terms set forth herein, the parties agree as follows:

1. **PURPOSE:** The parties hereto desire to enter into an agreement to provide a mechanism for arriving at fair and equitable determination of the value of commercial properties with a significant assessed value located within both the boundaries of the Town and the School District that challenge their assessments.
2. **AUTHORIZATION:** The parties hereby authorize the Town to contract directly with appropriately qualified professionals to provide the Town with legal representation and other professional assistance required in the defense of tax certiorari proceedings, if any, brought by commercial property owners with significant assessed values against the Town.

3. GUARANTY OF PAYMENT: The parties hereto agree that any and all costs, fees and expenses incurred by the Town in the defense of the aforementioned tax certiorari proceedings, including legal and valuation experts' fees and expenses, shall be borne among the parties hereto as follows:

- a) Saratoga Springs Central School District 50%
- b) Town of Wilton 50%

4. DURATION OF AGREEMENT: This Agreement shall remain in effect for the maximum of five years. Either party may terminate this Agreement by providing written notice to the other party.

5. SETTLEMENT OF LITIGATION: Nothing herein contained shall in any way prevent the Town from settling any litigation that is subject to this agreement.

6. ADMINISTRATION: The Town shall do all things reasonably necessary to administer this Agreement including but not limited to providing timely updates to the School District upon request and processing all necessary reimbursement and/or payment for claims of professionals consistent with this Agreement.

7. ADDITIONAL ASSURANCES: The parties agree to take all actions necessary to fully effectuate the provisions of this Agreement and to provide for the mutual protection of both parties hereto.

8. MERGER CLAUSE AND MODIFICATIONS: This Agreement contains the entire agreement between the School District and the Town, and any agreements hereafter made between the School District and the Town shall be ineffective to change this Agreement, unless such Agreement is signed by the authorized representatives of the School District and the Town.

9. COMPLIANCE WITH LAWS: The parties shall comply with all Federal, State, and local statutes, rules, regulations, orders and ordinances applicable to the performance of this Agreement.

10. DECLARATORY JUDGEMENT: The parties agree that should either party to this Agreement deem itself insecure with respect to the enforceability or legality of this Agreement or the terms of any portion of this Agreement it may apply to the NYS Supreme Court, Saratoga County, for a declaration of the legality of this Agreement or any portion hereof, and the commencement of any such action shall not constitute a breach of the within Agreement.

11. SEVERABILITY CLAUSE,: The parties agree that should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality and enforceability of the remaining portions shall not be affected or impaired.

\_\_\_\_\_  
Town of Wilton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Saratoga Springs City School District

\_\_\_\_\_  
Date