

**AGREEMENT  
BY AND BETWEEN  
THE BALLSTON SPA CENTRAL SCHOOL DISTRICT  
AND  
THE TOWN OF MALTA**

WHEREAS, the Town of Malta (“Town”) is a defendant in certain special judicial proceedings seeking review of the assessment of real property located in the Town of Malta, which special proceedings are filed against the Assessor of the Town of Malta and its Board of Assessment Review; and

WHEREAS, the Town has defended several cases challenging the assessment of certain properties located within the Town and also within the boundaries of the Ballston Spa Central School District (“District:”); and

WHEREAS, the Town has requested that the District participate in the costs of the legal and expert fee expenses of these cases; and

WHEREAS, the District, which is a party having a significant financial interest in these properties, is willing to contribute financially to the legal defense and cost of expert witnesses of these special judicial proceedings in recognition of its community of interest with the Town; and

IT IS HEREBY AGREED,

1. The District agrees to contribute to the costs for attorneys and experts in the following judicial proceedings:

Southampton Hospitality, LLC                      229.4-4-11.1    4-8 Kelch Drive

2. The District will contribute fifty (50%) percent, toward the cost of attorney fees and expert witness fees.
3. The Superintendent of Schools shall be authorized to act as the Board’s representative to assist in these judicial proceedings, subject to final determination and approval by the Board.
4. The District retains the right to withdraw from this agreement in the event that it determines a conflict of interest has arisen regarding any proposed final resolution, but will remain obligated to pay the Town in accordance herewith, up to the time of written withdrawal.

FOR THE DISTRICT

FOR THE TOWN

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Signature

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Signature

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Print Name

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Print Name

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Date

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