

TOWN OF WEST SENECA



SHEILA M. MEEGAN
TOWN SUPERVISOR

To: Fellow Town Board Members

From: Sheila M. Meegan, Town Supervisor

Date: October 25, 2012

Re: Shared Assessor's Agreement

Per the attached communication, kindly authorize the Supervisor to sign the shared Assessor's agreement with the Town of Elma. The terms of this agreement will commence on July 1, 2012 and continue until December 31, 2012. The agreement will then be renewed effective January 1, 2013 and continue until December 31, 2013.

OCT 29 2012
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AGREEMENT

THIS AGREEMENT made and entered into this 24th day of October 2012 by and between:

THE TOWN OF WEST SENECA, a municipal corporation as defined by the General Municipal Law, Section 119-N(a) of the State of New York, party of the first part, and hereinafter referred to as "WEST SENECA,"

And

THE TOWN OF ELMA, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "ELMA,"

WITNESSETH:

WHEREAS, ELMA is empowered and required to have an Assessor in accordance with the provisions of the New York State Town Law, Section 20, and presently contains in the Office of the Assessor, a single appointed Assessor; and

WHEREAS, WEST SENECA is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, WEST SENECA, is empowered to enter into an agreement on a contractual basis with ELMA for the provision by ELMA of an Assessor to WEST SENECA pursuant to Section 119-O of the New York State General Municipal Law, subject to approval by both the Town Board of ELMA and the Town Board of WEST SENECA; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of ELMA and by a majority vote of the Town Board of WEST SENECA, the parties hereto agree as follows:

- 1) STATEMENT OF AGREEMENT: ELMA agrees to provide its Assessor to WEST SENECA during the term of this Agreement, and WEST SENECA agrees to engage ELMA by and through its Assessor to provide such similar service in accordance with and subject to the terms of this Agreement.
- 2) LEGAL BASIS: This Agreement is authorized pursuant to and by Article 5-G, Section 119-O, of the New York State General Municipal Law.

3) DELIVERY OF SERVICES:

- a) SERVICE AREA: ELMA shall provide its Assessor to assess all real property located within the Town of WEST SENECA.
- b) ASSESSING RESPONSIBILITIES: The Assessor of ELMA shall provide WEST SENECA an assessment roll in accordance with the provisions of the New York State Town and Real Property Tax Law. As a part of her duties, the Assessor shall review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on activities and status of matters in the Assessor's Office. Additionally, ELMA'S Assessor shall attend any and all meetings of the Board of Assessment Review of WEST SENECA, as WEST SENECA shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by ELMA'S Assessor which may be under review by WEST SENECA'S Board of Assessment Review. The Assessor shall not routinely be required to attend Town Board meetings. Her duties will be similar to those in ELMA with regard to operating the WEST SENECA Assessor's Office.
- c) PERSONNEL POLICIES: Planning, organization, scheduling, direction, and supervision of the ELMA Assessor, any and all other matters in and to the delivery of assessing services to WEST SENECA shall be determined by the Town Board of WEST SENECA.
- d) DISPUTE RESOLUTION: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to WEST SENECA not set out in this Agreement shall be resolved by the Town Board of ELMA and the Town Board of WEST SENECA.
- e) DEDICATION OF TIME: Alternating weeks beginning July 1, 2012, the ELMA Assessor will work in the Town of WEST SENECA on Thursday and Friday from 9:00 a.m. to 5:00 p.m. and in the Town of ELMA on Tuesday and Wednesday from 8:00 a.m. to 4:00 p.m. Mondays will be rotated every other week between the Town of ELMA and the Town of WEST SENECA. Any other work by the Assessor for any other municipality would have to be performed outside of the above hours and days.

4) RESOURCES:

- a) OFFICE EXPENSES: Unless otherwise set out herein, WEST SENECA shall furnish staff and supplies for the Assessor for services provided during the above times in WEST SENECA.
- b) INDIVIDUAL OWNERSHIP: ELMA shall retain title to all property it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

- c) EXPENSES TO BE PAID BY WEST SENECA: WEST SENECA shall pay any and all costs associated with providing WEST SENECA and its residents with assessment services by the ELMA Assessor.
- d) LIABILITIES: WEST SENECA shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by ELMA'S Assessor while performing her duties pursuant to this Agreement, and shall hold ELMA harmless with respect thereto.
- e) RECORDS: All assessing records of WEST SENECA shall be maintained at the WEST SENECA Town Hall. All assessing records of the Town of ELMA shall be maintained at the ELMA Town Hall.
- f) DESIGNATION OF ASSESSOR: The Assessor of ELMA shall by resolution of the WEST SENECA Town Board, be designated as WEST SENECA Assessor.

5) FEES:

- a) TOTAL SUM: WEST SENECA shall pay to ELMA the sum of Forty Thousand Three Hundred Fifty Dollars and Eight Cents (\$19,696.36).
 - b) MANNER OF PAYMENT: WEST SENECA shall pay ELMA in twenty-six equal installments beginning two weeks after the commencement of the services by the ELMA Assessor.
 - c) DELINQUENCY: In the event that WEST SENECA does not make payment within fourteen (14) days after the due date, ELMA may terminate this Agreement immediately. WEST SENECA shall be liable for Assessor's services rendered to the time of termination on a prorated basis.
 - d) TERM: The term of this Agreement shall be for a period of six (6) months, commencing on July 1, 2012, and continuing until December 31, 2012, unless terminated earlier.
 - e) EARLY TERMINATION: Either WEST SENECA or ELMA may terminate this Agreement upon sixty (60) days written notice.
- 6) AUTHORIZATION: This Agreement is made and executed pursuant to a resolution of the Town Board of WEST SENECA adopted on October 29, 2012 and the Town Board of ELMA adopted on October 24, 2012.
- 7) EXECUTION: The Parties hereto have executed this Agreement the day and year first above written.

TOWN OF WEST SENECA
By:

TOWN OF ELMA
By:

Sheila Meegan
Town Supervisor

Dennis M. Powers
Town Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, 2012, before me personally appeared Sheila Meegan, to me known, who being duly sworn by me did dispose and say that she resides in the Town of WEST SENECA, New York; that she is Supervisor of the Town of WEST SENECA, the corporation described in and which executed the within instrument, and that she signed her name thereto by authority of the Town Board of said corporation.

Notary

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, 2012, before me personally appeared Dennis M. Powers, to me known, who being duly sworn by me did dispose and say that he resides in the Town of ELMA, New York; that he is Supervisor of the Town of ELMA, the corporation described in and which executed the within instrument, and that he signed his name thereto by authority of the Town Board of said corporation.

Notary