

Town Council
C. Vernon Conway
James E. Corl, Jr.
William P. Rybak
Charlotte Tarwacki

Receiver of Taxes
Sharon M. Edick
(315) 699-2756
Fax (315) 699-9562

Supervisor
Chester A Dudzinski, Jr.
(315) 699-1414



Town Clerk
Tracy M. Cosilmon
(315) 699-8109

Highway Superintendent
Christopher J. Woznica
(315) 699-2745
Fax (315) 699-2746

Town Justices
Carl T. Putzer
Robert S. Walczyk, Jr.
(315) 699-8478
FAX (315) 699-7017

TOWN OF CICERO

COUNTY OF ONONDAGA

P.O. BOX 1517, CICERO, NEW YORK 13039-1517 • FAX 315-699-0039 • e-mail: supervisor@cnymail.com

STATE OF NEW YORK
COUNTY OF ONONDAGA
TOWN OF CICERO

The Town Board of the Town of Cicero adopted a Resolution at the Cicero Town Board Meeting on March 23, 2009 as follows:

Cooperative Agreement to Share Assessor Services

THIS AGREEMENT made as of the 23rd day of March 2009 by and between the Town of Cicero, County of Onondaga, a municipal corporation as defined by section 119-n of the General Municipal Law, with its offices at 8236 S. Main Street, Cicero, NY ("Cicero"), and the Town of Salina, County of Onondaga, a municipal corporation as defined by said statute, with its offices at 201 School Road, Liverpool, NY ("Salina").

WHEREAS, the Town of Salina has in its employment a Town Assessor; and

WHEREAS, the Town of Cicero is in need of certain assessing services; and

WHEREAS, the Towns, as of the date of this Agreement, contain almost exactly the same number of tax parcels, there being a difference of only seven (7) parcels between the two Towns; and

WHEREAS, New York State General Municipal Law §119-0 authorizes the Towns to enter into cooperative agreements and New York State Real Property Law §576 authorizes a person serving as assessor in one town to also serve as assessor in another town pursuant to such a cooperative agreement;

NOW, THEREFORE, the Towns agree as follows:

1. While the Salina Assessor shall be solely an employee of the Town of Salina during the term of this Agreement, the Town of Cicero, in accordance with Real Property Tax Law §576, shall appoint the person who occupies the position of Salina Assessor as Assessor in the Town of Cicero pursuant to and subject to the terms of this Agreement. For purposes of this Agreement, that person shall be referred to as the "Assessor." It is intended that the Assessor will spend equal time in each Town during any given year, until there shall exist a material difference in the number of tax parcels in each Towns and the Towns have renegotiated this Agreement as a result thereof.
2. The Assessor at all times must meet the minimum qualification standards for real property assessors established by the New York State Board of Real Property Services.
3. The Assessor shall be responsible for assessing all parcels of real property located in Cicero for the purpose of taxation and special ad valorem levies for town, county, special district and school district. The Assessor shall also perform for the Town of Cicero all other duties as required for assessors by the Real Property Tax Law and rules of the State Board of Real Property Services.

Youth Bureau
Parks and Recreation
(315) 699-5233

Comptroller
(315) 699-2759

Assessor
(315) 699-1410

Zoning and Planning
(315) 699-2201

4. Each Town retains its separate respective right to establish separate respective dates applicable to the assessment process in each respective assessing unit, including taxable status date, and the dates for filing the tentative and final assessment rolls. Nothing in this Agreement shall be construed to require Cicero to set the same dates as Salina or to require Salina to set the same dates as Cicero. The Town of Cicero shall re-schedule its grievance day so that it will not conflict with the Town of Salina, which shall continue to hold its grievance day on the fourth Tuesday in May.
5. The Town of Salina shall pay the Assessor's salary and reimbursable expenses, and make employer's contributions for retirement, social security, health insurance, and other similar benefits. Salina shall also pay all fees and charges associated with the Assessor's requirements pursuant to paragraph 2 of this Agreement, as well as any expenditures applicable to the Assessor pursuant to any collective bargaining agreement to which the Assessor is a party. Collectively, the above-described expenses and costs, as well as the costs associated with paragraph 6, below, shall be referred to as the "Costs." Cicero agrees to share the Costs incurred by the Town of Salina as employer of the Assessor equally such that each Town pays fifty percent (50%) of the Costs. The Assessor shall not be reimbursed for travel expenses associated with the Assessor's work in Salina or Cicero.
6. The Town of Salina shall be responsible for procuring general liability, public officials, umbrella and workers' compensation insurance that applies to the Assessor while he is acting on behalf of the Town of Cicero. Cicero shall name Salina as an "additional insured" with regard to Cicero's general liability, public officials, umbrella and workers' compensation insurance. As noted in paragraph 5, above, Cicero shall pay fifty percent (50%) of the insurance premiums required under this paragraph 6. The Town of Salina shall provide the Town of Cicero with written documentation as to how said premiums have been calculated.
7. The Assessor's salary pursuant to this Agreement shall be Ninety One Thousand and no/100 (\$91,000.00) in 2009, which shall be pro-rated as of the effective date of this Agreement and shall be split equally between Cicero and Salina as specified in paragraph 5, above. The Assessor is a member of Teamsters Local 317 in Salina, and the Assessor's salary shall be subject to any annual salary increase specified in any collective bargaining agreement between Teamsters Local 317 and Salina, as well as any longevity payments. For each subsequent year of this Agreement any salary increase or longevity payment specified in a collective bargaining agreement applicable to the Assessor shall be based on the Assessor's salary pursuant to this Agreement (i.e., in 2009, \$91,000.00). The Town of Cicero shall be responsible for fifty percent (50%) of the Assessor's contractually-mandated salary increase or longevity benefit as specified in paragraph 5, above.
8. Each Town shall employ and pay its own assessment office clerical and/or support staff as each Town deems appropriate. The day-to-day activities of the respective assessment office staff shall be subject to the control and supervision of the Assessor. A staff member of one Town may perform services for the other Town with the approval of the Chief Fiscal Officer of each Town. Should services be performed, detailed records of time and any reimbursable expense shall be kept, and the costs (salary or wage, benefits and expenses) shall be assessed or credited as appropriate as against the other Town. Each Town shall have access to the records of such time and expense, and shall receive a quarterly report of the records and information on costs incurred. Said report shall only be required to be generated if such costs have been incurred.
9. The Town of Cicero shall pay its share of the Costs incurred by the Town of Salina in two installments, one-half (1/2) by February 28 of each year and one-half (1/2) by September 15 of each year. The payments shall be paid to the Chief Fiscal Officer of the Town of Salina. In the event there are additional costs incurred by, or credits due, for the expenses described in paragraph 7 above, the installment due from the Town of Cicero shall be increased or reduced accordingly. Salina shall submit an invoice for the Costs to Cicero, to the attention of the Comptroller, thirty (30) days prior to February 28 and September 15 each year.

10. The Chief Fiscal Officer of the Town of Salina shall determine, at the end of each fiscal year of this Agreement, each Town's share of all costs and expenses incurred under this Agreement, and provide a copy of such determination to the Chief Fiscal Officer of the Town of Cicero for review. If either Town has paid more than its share for the fiscal year, such amount of overpayment or underpayment shall be credited or added to the next year's payments.
11. If the Towns cannot agree on the number of parcels in each Town, the municipalities shall request the County Director of Real Property Tax Services, for purposes of this Agreement, to determine the number of parcels contained within each Town. It is understood between the Towns that if there becomes a disparity of more than twenty-five (25) parcels between the two Towns that the Towns will in good faith renegotiate the allocation of costs set forth in paragraph 5. Parcel counts will be based on the most current final assessment roll of each Town.
12. Upon failure of the Town Boards of the Towns of Cicero and Salina to settle disputes or disagreements arising between themselves as to the provisions of this Agreement, including the failure of one of the Town's to pay its share of the Costs and expenses incurred under this Agreement within six (6) months of the date said payment is due, or the performance of the Assessor, such disputes or disagreements shall be submitted to binding arbitration by three (3) disinterested individuals, each of whom shall be qualified and recognized arbitrators, one to be selected by the Town Board of the Town of Cicero, one to be selected by the Town Board of the Town of Salina, and the third to be selected by the first two chosen. The arbitration process shall be enforceable under the Civil Practice Law and Rules of the State of New York.
13. In the event that the appointed Assessor shall resign or otherwise be unable to remain in office, the Towns agree that Salina will make every effort to appoint a replacement individual to serve within ninety (90) days of such resignation or removal.
14. This Agreement shall remain in effect until terminated. Either Town may terminate this agreement on sixty (60) days' written notice to the other. Neither Town may terminate this Agreement between November and July of any given year. This Agreement may only be terminated between August and October in any given year.

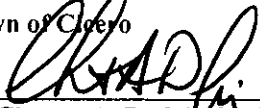
Notices shall be sent to:

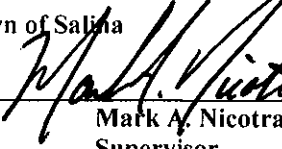
Town of Cicero
Attn: Supervisor
P.O. Box 1517
8236 South Main Street
Cicero, NY 13039

Town of Salina
Attn: Supervisor
201 School Road
Liverpool, NY 13088

15. Cicero shall hold harmless, defend and indemnify Salina from any and all liability, claims or damages including reasonable attorneys' fees as may arise by reason of the act, error or omission of the Assessor occurring while performing services on matters concerning the Town of Cicero. Salina shall hold harmless, defend and indemnify Cicero from any and all liability, claims or damages including reasonable attorneys' fees as may arise by reason of the act, error or omission of the Assessor occurring while performing services on matters concerning the Town of Salina.

IN WITNESS WHEREOF, the Towns have hereunto set their hands and seals the day and year first above written.

Town of Cicero
By: 
Chester A. Dudzinski, Jr.
Supervisor

Town of Salina
By: 
Mark A. Nicotra
Supervisor

Motion was made by Mr. Rybak, seconded by Mr. Corl, to adopt the resolution entering into a Cooperative Agreement to Share Assessor Services with the Town of Salina and Brad Brennan as Assessor, as listed above.

The resolution was approved as follows:

Mr. Conway:	Yes
Ms. Tarwacki:	No
Mr. Rybak:	Yes
Mr. Corl:	Yes
Mr. Dudzinski:	Yes

I, Tracy M. Cosilmon, Clerk of the Town of Cicero, in the County of Onondaga, New York, DO HEREBY CERTIFY that I have compared the preceding resolution, excerpted from the Town Board minutes of the regular meeting held on March 23, 2009, with the original thereof filed in my office, and that the same is a true and correct copy of said original and of the whole thereof so far as the same relate to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Cicero, the day and year above written.

Dated: March 24, 2009
Cicero, New York

(SEAL)


Cicero Town Clerk