

**VILLAGE OF HOOSICK FALLS
REGULAR MEETING**

AUGUST 13, 2019

**RESOLUTION APPROVING INTERMUNICIPAL
AGREEMENT WITH THE TOWN OF HOOSICK
CONCERNING ASSESSOR DUTIES**

WHEREAS, the Village of Hoosick Falls duly adopted Local Law No. 1 of 2019, which abolished the Village of Hoosick Falls as a separate assessing unit pursuant to the provisions of New York Real Property Tax Law; and

WHEREAS, Village of Hoosick Falls Local Law No. 1 of 2019 further abolished the position of Assessor of the Village of Hoosick Falls; and

WHEREAS, following the effective date of such local law, taxes in the Village of Hoosick Falls will be levied based on the applicable part of the assessment roll of the Town of Hoosick, with the taxable status date of the Town of Hoosick controlling for Village of Hoosick Falls purposes; and

WHEREAS, the Assessor of the Town of Hoosick has indicated that following the effective date of such Hoosick Falls local law, he is expending approximately five hours per week addressing Village of Hoosick Falls tax matters; and

WHEREAS, the Village Board of Trustees desires to enter into an intermunicipal agreement with the Town of Hoosick to address such additional Town of Hoosick Assessor duties in light of the Village of Hoosick Falls ceasing to be a separate assessing unit; and

WHEREAS, a proposed intermunicipal agreement has been prepared for review by the Town of Hoosick Town Board and Village of Hoosick Falls Board of Trustees, the form and content of which is attached hereto as Exhibit "A"; and

WHEREAS, the Village Board of Trustees has duly considered the form and content of such proposed intermunicipal agreement and finds such agreement to be in the overall best interests of the Village of Hoosick Falls and owners of properties located in the Village, and seeks to authorize the Mayor to execute such agreement on behalf of the Village;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Hoosick Falls in regular session duly convened as follows:

1. The Board of Trustees hereby approves the form and content of the

intermunicipal agreement with the Town of Hoosick concerning duties of the Town of Hoosick Assessor as attached hereto at Exhibit "A", and further authorizes and directs the Mayor to execute such intermunicipal agreement on behalf of the Village of Hoosick Falls.

The foregoing Resolution, offered by Ben Patten and seconded by Vanessa Lewis, was duly put to a roll call vote as follows:

TRUSTEE CRAIG PINE	VOTING	<u>✓</u>
TRUSTEE KEVIN O'MALLEY	VOTING	<u>✓</u>
TRUSTEE BEN PATTEN	VOTING	<u>✓</u>
TRUSTEE VANESSA LEWIS	VOTING	<u>✓</u>
TRUSTEE BRIAN W. BUSHNER	VOTING	<u>✓</u>
MAYOR ROBERT ALLEN	VOTING	<u>✓</u>
DEPUTY MAYOR ROBERT RYAN	VOTING	<u>✓ A</u>

The foregoing Resolution was/was not thereupon declared duly adopted.

August 13, 2019

Exhibit "A"

AGREEMENT

This Agreement, made effective the 10th day of June, 2019, by and between the VILLAGE OF HOOSICK FALLS, New York (hereinafter "Village"), a municipal corporation with its offices and principal place of business located at 24 Main Street, Hoosick Falls, New York 12090, and the TOWN OF HOOSICK, New York (hereinafter "Town"), a municipal corporation with its offices and principal place of business located at 80 Church Street, Hoosick Falls, NY 12090.

WITNESSETH:

WHEREAS, the Village, pursuant to Hoosick Falls Local Law No. 1 of 2019, terminated the status of the Village of Hoosick Falls as an assessing unit for Village real property tax purposes, and abolished the position of Assessor of the Village of Hoosick Falls; and

WHEREAS, pursuant to Hoosick Falls Local Law No. 1 of 2019, real property taxes of the Village of Hoosick Falls shall be levied on the applicable part of the assessment roll of the Town of Hoosick with the taxable status date of such Town controlling for Village purposes; and

WHEREAS, in light of the implementation of Hoosick Falls Local Law No. 1 of 2019, the Town of Hoosick Assessor is required to perform certain additional duties with respect to Village real property tax matters; and

WHEREAS, the Village and Town seek to enter into an agreement whereby the Village will pay to the Town an annual amount for such additional duties performed by the Town of Hoosick Assessor with respect to Village real property tax matters; and

WHEREAS, New York General Municipal Law Article 5-G authorizes municipalities to enter into intermunicipal agreements;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. On or after the effective date of this Agreement, the Town shall provide to the Village the following services of the Town of Hoosick Assessor on an annual basis:
 - a. preparation and delivery to the Village of Hoosick Falls of a copy of the appropriate part of the final Town of Hoosick assessment roll within five (5) business days of the preparation and filing of the

certified copy of the final Town of Hoosick assessment roll in the office of the Town of Hoosick Town Clerk;

- b. apportionment of special franchise assessments on the Town of Hoosick assessment roll used for Village real property tax purposes;
 - c. with respect to parcels located in the Village, reduction of total assessed value to taxable assessed value in accordance with exemptions adopted by the Village;
 - d. inclusion of relevant Village real property tax information as part of the Town of Hoosick annual report as required under the New York Real Property Tax Law;
 - e. response to inquiries of the Village of Hoosick Falls property owners and Village of Hoosick Falls officials concerning Village real property tax matters, and accessibility to Village property owners via telephone or in-person appointment; and
 - f. provision of immediate notice to the Village of any legal proceeding challenging the assessment of any parcel located in the Village of Hoosick Falls.
2. The Town shall make its Town Assessor available to perform the duties listed in paragraph 1 of this Agreement for five (5) hours per week. In addition, on a quarterly basis, the Town of Hoosick Assessor shall provide a written report to the Village describing the duties performed with respect to parcels located in the Village of Hoosick Falls as described pursuant to this Agreement.
 3. The Town of Hoosick Assessor shall receive from the Town, or under its auspices, any and all training and certification necessary for the effective implementation of this Agreement.
 4. The Village agrees to pay to the Town a total sum of six thousand five hundred dollars and zero cents (\$6,500.00) to provide the services described herein for a twelve (12) month period, which amount shall be pro-rated for any portion thereof. Payment for such services will be made to the Town by December 1 for the following fiscal year (January 1–December 31 of the successive year). The payment for Town fiscal year 2019 shall be paid by the Village to the Town within thirty (30) days of the effective date of this Agreement, and shall be pro-rated for the period between the effective date of this Agreement and December 31, 2019. The failure of the Village to pay such amounts described in this paragraph within thirty (30) days of its due date is an incident of default that permits

the Town to cancel this Agreement upon notice with a thirty (30) day opportunity to cure the default.

5. This Agreement shall remain in effect through the end of the Town 2020 fiscal year. The continuation of services by the Town of Hoosick Assessor as described in this Agreement for Town fiscal year 2021, and each successive Town fiscal year thereafter, will not occur unless both the Town and the Village so extend this Agreement by resolution, subject to any mutually agreed-upon cost amendments.
6. The Town and Village reserve the right to terminate participation in this Agreement upon ninety (90) days' written notice for any and all reasons. In the event of termination during the applicable Town fiscal year, the Town shall reimburse the Village on a pro-rated basis for that portion of such Town fiscal year following the effective termination date.
7. The parties agree that the status of the Town personnel selected to supply the services required hereunder shall be, at all times, employees of the Town. The Town of Hoosick Assessor, and all other Town personnel selected to supply the services required hereunder, shall at no time hold themselves out as employees of the Village. The Town shall be responsible for providing to its personnel providing services under this Agreement with any and all salary, wages, and benefits of employment. The Village shall have no responsibility for providing to any person performing any of the duties described in this Agreement any salary, wages, or benefits of employment.
8. The Village shall have the option, but not the obligation, to participate in any legal proceeding challenging the assessment of any parcel located in the Village of Hoosick Falls as identified on the final Town assessment roll prepared by the Town of Hoosick Assessor.
9. The Town agrees to defend, indemnify and save harmless the Village and their agents and employees against any and all claims, losses, demands, and liabilities to which the Village may be subjected as a result of a breach of this Agreement or the negligence of the Town.
10. The Village agrees to defend, indemnify and save harmless the Town and its agents and employees against any and all claims, losses, demands, and liabilities to which the Town may be subjected as a result of a breach this Agreement or the negligence of the Village.
11. The following general provisions apply to this Agreement:

- a. This Agreement constitutes the complete understanding of the parties. It may only be amended, varied, modified or waived by written agreement executed by authorized signatories of the parties.
- b. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach.
- c. This Agreement may not be assigned, transferred, or otherwise conveyed without the prior written consent of the other party.
- d. This Agreement shall be construed in accordance with the laws of the State of New York.
- e. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.
- f. All notices and any payments hereunder shall be in writing, mailed first class or delivered by hand to the address of the other party as set forth below, and shall take effect when mailed or when received if delivered by hand:

Village of Hoosick Falls
Municipal Building
24 Main Street
Hoosick Falls, NY 12090
attn: Mayor

Town of Hoosick
P.O. Box 17
Hoosick Falls, NY 12090
attn: Supervisor
- g. The Town shall create and maintain such records, reports, documents and materials as are required to provide the services to be performed under this Agreement.
- h. The parties agree that they shall periodically share such information with each other, hold such meetings and study such potential cooperative services between them as are likely to result in increased efficiencies, better service to the public, and cost savings to the taxpayers.

- i. This Agreement shall supersede all prior agreements between the parties regarding this subject matter.
- j. Each of the signatories below represent and warrant that all legal requirements have been performed and the signatories hereto have been duly authorized to execute this Agreement and have the same binding upon its respective municipality.

IN WITNESS WHEREOF, the parties have indicated their agreement by signing the spaces provided below

VILLAGE OF HOOSICK FALLS

TOWN OF HOOSICK

 8/15/19

By: Robert Allen, Mayor



By: Mark Surdam, Supervisor