

INTERMUNICIPAL AGREEMENT

Between the Fayetteville-Manlius Central School District and Town of Pompey for Tax Collection Services

This agreement for the collection for real property school taxes ("Agreement") is made as of _____, 2024, between the Fayetteville-Manlius Central School District, with offices located at 8199 East Seneca Turnpike, Manlius, NY 13104 (hereinafter the "School District") and Town of Pompey, with offices located at 8354 U.S. Route 20, Manlius, New York 13104 (hereinafter the "Town").

WHEREAS, the School District wishes to have the Town provide tax collection services to the School District for the 2024-2025 school year through an intermunicipal agreement, pursuant to the powers granted to local governments by New York State General Municipal Law Article 5(G); and

WHEREAS, the agreement shall consist of the Town collection school property taxes for the benefit of the School District; and

WHEREAS, the Town shall turnover said funds to the School District within a timely manner in accordance with New York Town Law Section 37(1) and to address the growing risk of cybercrimes; and

WHEREAS, in conducting such collection, the Town shall impose a fee at a rate of Three Dollars and Fifty Cents (\$3.50) per parcel; and

WHEREAS, the parties have determined that this arrangement is in the best interests of each, in that Pompey expends time and money in order to provide this service to the School District, and the School District does not have to expend its own resources for the collection of property taxes.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the School district and the Town agree as follows:

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section.
2. **Service.** The Town shall collect the School District's real property taxes for the 2023-2024 School year and pay the funds over to the School District ("Services").
3. **Term of Agreement.** This Agreement shall be effective from August 31, 2024- June 30, 2025 (the "Term").

4. **Town Obligations.** The Town shall perform the following duties in connection with the Services:
 - a. Designate a receiver of real property School District taxes.
 - b. Facilitate a collection site during normal business hours and online.
 - c. Collect and account for all taxes, penalties and interest.
 - d. Provide all funds collected during the week to the School District's every Thursday during the collection period.
 - e. Report tax payments to Onondaga County.
 - f. Upon the request of the school district's Treasurer, provide current status of taxes collected.
5. **Payment.** The School District shall pay Three Dollars and Fifty Cents (\$3.50) per parcel for the Services upon the Town's completion of its obligations set forth in Section 3 above. The School District shall make such payments within thirty (30) days upon receipt of an invoice from the Town.
6. **Termination.** Either party may terminate this Agreement without cause upon thirty (30) days written notice. Either party may terminate this Agreement for breach upon ten (10) days written notice, provided the breaching party has not cured the breach within such ten (10) day period. Termination shall not become effective until all obligations under this Agreement have been completed.
7. **Audit.** The School district may, at its sole discretion, audit such books and records of the Town with respect to the collection of real property taxes.
8. **Compliance with Law.** The Town and School District agree to comply in all respects with all applicable Federal, State, and local laws, regulations and ordinances.
9. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against: (a) any and all liability arising out of a party's failure to comply with the terms of this Agreement; and (b) any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of a party relating to or arising out of such party's performance of its obligations under this Agreement. Notwithstanding the foregoing, the extent of any parties right to indemnification shall be limited to the amount a party is reimbursed for any loss related to this Agreement

by their insurance carrier no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and the limit of the applicable insurance policies. The duties and obligations contained in this section shall continue in full force and effect, notwithstanding the termination of this Agreement.

- 10. Independent Entities.** It is expressly intended by the parties, and the parties hereby specifically warrant, represent and agree, that the Town and School District are independent entities and this Agreement does not create an employer/employee or co-employment relationship for any purpose.
- 11. Notice.** All notices under this Agreement shall be in writing and sent by overnight or certified mail to the respective addresses set forth above or to such other address as the respective party may designate in writing.
- 12. Approval.** By entering into this Agreement, each party warrants and represents to the other that this Agreement is within its lawful powers, that this Agreement has been approved by its governing board compliance with all applicable laws and procedures, that all approvals necessary for its execution, delivery and performance by such party have been obtained, and that this Agreement is lawful and binding upon it in accordance with its terms.
- 13. Third Parties.** This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this Agreement for any cause whatsoever.
- 14. Governing Law and Venue.** This Agreement shall be controlled by the procedural and substantive laws of the State of New York. Any legal action arising under or pursuant to this Agreement shall be brought and maintained in the Onondaga County Supreme Court in the State of New York and the parties hereby consents to the jurisdiction and venue of such court.
- 15. Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder. Any such assignment shall be void.
- 16. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances, is adjudged invalid by a court of competent jurisdiction, the Commissioner of Education or other administrative agency, such judgment or ruling shall not affect or impair the validity of the other provisions of the Agreement or the application thereof to other persons and circumstances.

17. Agreement. This Agreement constitutes the entire agreement between the Parties. All written or oral agreements heretofore existing between the parties pertaining to the subject matter of this Agreement are expressly superseded and canceled. Except as otherwise provided in this Agreement, this Agreement may not be altered, modified, amended, or otherwise changed, except by a written instrument executed by both parties. This Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement or based on a party's undertaking of an obligation under this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement may be subject to renewal in writing on an annual basis by the respective governing Boards.

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be legally bound.

<p>TOWN OF POMPEY</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p>FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

TOWN OF POMPEY
CODES ENFORCEMENT OFFICE

8354 U.S. ROUTE 20

Manlius, NY 13104

By Appointment Only

Phone (315) 682-1170

Email Codes@townofpompey.org

Code Report

June 2024

Permits: 16

Completions: 2

Complaints: 5

Work to Stop Orders: 2

Fire Inspections: 5

Four of the Commercial buildings require a follow-up inspection for violations.

All complaints were light/noise complaints on Heritage Hill.

Town of Pompey

Permit Monthly Report

06/01/2024 - 06/30/2024

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
June	2024					
043-24	06/04/2024	Leanna Severance	Pool	2208 Oran Delphi Rd SBL#: 034.-02-17.0	\$212.00	
044-24	06/04/2024	Brian Stone	Deck	2741 Brennan Rd SBL#: 019.-02-02.2	\$25.00	
OP-2024-003	06/05/2024	Zack Nicholas	OP - Pyrotechnic Devices	7072 Route 20 SBL#: 021.-02-03.1	\$40.00	
045-24	06/10/2024	Kenneth Kovalewski	Deck	7171 Route 20 SBL#: 019.-08-06.0	\$29.00	
046-24	06/10/2024	Kyle Lemieux	Boiler	3411 Henneberry Rd SBL#: 012.-02-10.2		
047-24	06/10/2024	John P. Schalk	Single Family Home	7620 Gates Rd SBL#: 009.-03-01.1	\$1,064.00	
048-24	06/13/2024	Mary Baum	Pole Barns	3405 Sweet Rd (Stephen Brown & Cynthia Brown) SBL#: 012.-01-04.1	\$132.00	
049-24	06/18/2024	Ken Hildreth	Out Building	4384 Taylor Rd (Ken Hildreth) SBL#: 001.-02-08.0	\$25.00	
050-24	06/18/2024	Edward Leone	Shed	3360 Ransom Rd SBL#: 011.-02-18.4	\$69.00	
051-24	06/18/2024	Todd Emmons	Deck	4183 Henneberry Rd SBL#: 003.-04-04.1	\$77.00	
052-24	06/18/2024	Jessica Keller	Deck	7222 Hamilton Rd SBL#: 019.-02-13.0	\$77.00	
053-24	06/18/2024	Seth Braddock	Pool	4047 Killarney Lane SBL#: 004.-10-27.0	\$144.00	
054-24	06/20/2024	Russell Kopylczack	Garage	4239 Sweet Rd SBL#: 001.-03-09.0	\$208.00	
055-24	06/26/2024	Harrington Homes	Single Family Home	Watervale Rd SBL#: 004.-01-15.0	\$764.00	

Town of Pompey
Permit Monthly Report

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
056-24	06/27/2024	Anthony Paduana	Pole Barns	1861 Pompey Center Rd SBI#: 031.-02-13.5	\$186,00	
058-24	06/27/2024	Mike Archer	Deck	4262 Trout Lily Ln SBI#: 004.-21-01.0	\$85,00	
June 2024 Total:					\$3,137,00	\$0,00
Reporting Period Total:					\$3,137,00	\$0,00

Town of Pompey

Completion Issued Report

06/01/2024 - 06/30/2024

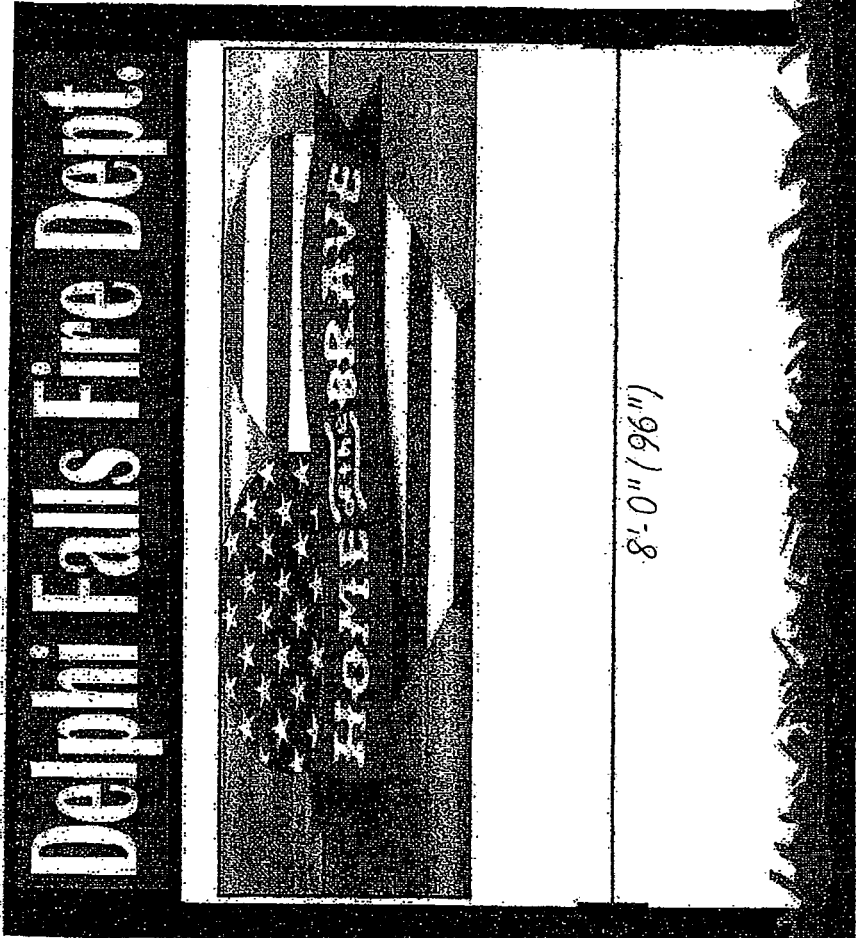
Contact Type: Applicant

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
014-23	032.-03-06.4	Certificate of Occupancy	014-23	None	2188 Pompey Hollow Rd Interior Remodel # of CC/CO : Issued : 1	06/26/2024
060-23	005.-02-20.0	Certificate of Occupancy	060-23	Ryan McIntyre	7123 Kittikake Run Single Family Home # of CC/CO : Issued : 1	06/04/2024
<u>Grand Total:</u>						<u>2</u>

21, 450

+ 2500 SWAR.

7'-10 1/2" (94.5") FULL COLOR LED SIGN



20"

2'-4 3/8" (28.375")

8'-0" (96")

7'-7" (91")

METROPOLITAN
 3760 PATCHETT RD.
 BALDWINVILLE, N.Y.
 13027

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www.metroledlights.com

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Delphi Falls Fire Dept.
 2260 GRAN DELPHI RD.
 NEW LED MESSAGE CENTER

Sheet Title:
 NEW LED MESSAGE CENTER

Store, Nc
 Approved By:

Date Drawn:
 11/20/2023

Scale:
 NONE

Drawn By:
 JONATHAN HOLMES

Sheet No: