

Vlla  
(a-d)

## November 2015 - December 2015 Assessors' Report

### Update:

Basic Star reregistration will be conducted this fall by the NYS Department of Taxation and Finance. Mailings will be sent to all property owners with a new Basic Star exemption on either the 2014 or 2015 Assessment Roll only. They will be required to register with DTF to retain the exemption for 2016.

Renewal applications for all exemptions are being processed and entered as received. The deadline is March 1<sup>st</sup>, 2016 for all exemptions. (new or renewal)

Postcards for Enhanced Star exemptions that are renewed by the NYS DTF income verification program were sent in December to all enrolled. Property owners that were rejected by DTF must submit income for review prior to March 1<sup>st</sup>.

Reminder postcards for renewals not yet completed will be sent the first week in February. Phone calls will be made the last 2 weeks in February.

A review of sales/assessments has been completed to determine reappraisal work for 2016. The results will be forwarded to the New York State ORPTS for their review and approval by February 1<sup>st</sup> as required.

Appraisal work is being completed with comp sheets generated for all reappraised residential properties. Commercial inventory and sales arrays will be used to reappraise commercial properties by used as code.

Inventory updates and assessment changes (physical) are being completed as received for 2016. Building permits are being reviewed as weather permits. Final review for 2016 will occur the week of March 1<sup>st</sup>. (taxable status date)

Property Tax Freeze Credit checks are being mailed by NYS DTF to qualified owners with the Star exemption on the 2015 assessment roll. Eligible homeowners do not need to

do anything to receive the credit. A fact sheet and phone number is available in the Assessor's office for more information.

Attached is the Assessor's Continuing Education Status Report dated December 2, 2015. Requirement Status met through 2016 with ethics recertification satisfied.

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STATE OF NEW YORK  
DEPARTMENT OF TAXATION AND FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

Educational Services

W. A. Harriman Campus  
Albany, New York 12227

www.tax.ny.gov

orpts.edservices@tax.ny.gov

Telephone (518) 474-1764

FAX (518) 435-8628

Continuing Education Status Report

report date: 12/02/2015

Theresa Golden  
Assessor in Multiple Towns  
Town Hall  
7575 Van Buren Rd.  
Baldwinsville, NY 13027-6706  
Email: assessor@townofvanburen.com

State Certified Assessor: 07/30/2001  
State Certified Assessor, Advanced: 10/07/2002  
State Certified Assessor, Professional: 09/28/2010

CE Begin Date: 10/01/2001

Current Continuing Education Year is October 1, 2015 - September 30, 2016

Continuing Education Year	Credits Awarded	Requirement Status
2012 / 2013	12	Met
2013 / 2014	12	Met
2014 / 2015	12	Met
2015 / 2016	12	Met
2016 / 2017	6	

You are eligible to accumulate and be reimbursed for a maximum of 6 credits this C. E. year.

Your ethics recertification requirement is satisfied for the current term of office.

Jurisdiction(s)

(SWIS: 313600) Town of Lysander

(SWIS: 315600) Town of Van Buren

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
04/30/1999	Assessor Orientation	Basic	classroom	N/A
06/14/1999	Data Collection R/F/V, Fundamentals of	Basic	classroom	N/A
08/02/1999	Assessment Administration	Basic	web on-line	N/A
04/13/2000	Exempt Review-Tug Hill	5	classroom	N/A
07/31/2000	(R-1) Real Estate Appraisal, Introduction to	Basic	classroom	N/A
08/21/2000	Exemption Administration, Fundamentals of	Basic	classroom	N/A
11/13/2000	RPS V4 (Basic)	12	classroom	12
02/19/2001	Association of Towns Conference	6	classroom	6
04/11/2001	Farm Building Valuation	7	classroom	7
05/01/2001	BAR Training	3	classroom	3
06/08/2001	(R-2) Valuation Principles and Procedures	Basic	classroom	N/A
07/30/2001	(G-1) Income Property Valuation, Introduction	Basic	classroom	N/A
10/29/2001	GIS Conference 2001	10	classroom	10
02/18/2002	Association of Towns Conference	12	classroom	12
08/05/2002	Mass Appraisal and the Reassessment	24	classroom	24
09/13/2002	One Day Seminar - Land Valuation	6	classroom	6

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Continuing Education Status Report  
report date: 12/02/2015

Theresa Golden (continued)

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
10/07/2002	Farm Appraisal , Introduction to	30	classroom	30
07/14/2003	(R-3) Applied Residential Property Valuation	30	classroom	10
04/23/2004	One Day Seminar - Preparation For Bar &	6	classroom	6
07/21/2004	Golf Course Appraisal	15	classroom	15
09/12/2005	Assessors Association Conference	12	classroom	12
11/29/2005	Applied LOA Analysis Unit 3	6	classroom	Excluded
12/13/2005	RPS V4 Cost / Comparable Sales	12	classroom	Excluded
06/20/2006	Equalization Seminar	2	classroom	Excluded
08/07/2006	RPS V4 - Land Valuation	12	classroom	12
10/11/2007	RPS V4 - Trend Development	2	classroom	2
05/30/2008	Ethics and the Assessor	6	classroom	6
10/10/2008	One Day Seminar- Value Affordable Housing	6	classroom	6
11/05/2008	RPS V4 Commercial Valuation	12	classroom	12
10/09/2009	One Day Seminar - Self Storage Valuation	6	classroom	6
07/12/2010	IAO - 1 - Assessment Methods & Techniques	30	classroom	30
07/17/2010	IAO Exam	0	classroom	0
09/27/2010	Assessors Association Conference	12	classroom	12
09/28/2010	Professional Designation: IAO	5	classroom	1
09/12/2011	Assessors Association Conference	12	classroom	12
10/07/2011	One Day Seminar - Condominium Valuation	6	classroom	6
10/28/2011	One Day Seminar - Critiquing Appraisals	6	classroom	6
10/01/2012	Assessors Association Conference	12	classroom	12
11/15/2013	Ethics and the Assessor	Recert	classroom	0
01/23/2015	One Day Seminar - What is Income	6	classroom	6
07/15/2015	RPTL 420-a Exemption Comprehensive Eval.	12	classroom	12
10/04/2015	Assessors Association Conference	12	classroom	12

!!!! END OF REPORT !!!!

Item A,  
(1-2)

**TOWN of LYSANDER**  
8220 LOOP ROAD  
BALDWINVILLE, NEW YORK 13027  
(315) 638-4264

January 11, 2016

Supervisor Saraceni &  
Lysander Town Board Members  
8220 Loop Road  
Baldwinsville, NY 13027

Re: River Point Subdivision

Subj: Contract Drawing Approval

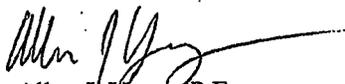
Dear Supervisor Saraceni & Lysander Town Board Members:

I have completed my final review of the Revised Contract Drawings & SWPPP revisions for the River Point Subdivision project prepared by TDK Engineering Associates, P.C. dated October 29, 2015 with a final revision date of January 11, 2016. The revised documents have addressed all of the engineering comments in my previous review letters. My approval applies to the following sheets included in the contract drawings:

Sheet Number	Sheet Title	Final Revision Date
00	Title Sheet	12/22/2015
SP-1	Site Plan	12/22/2015
ES-1	Erosion & Sediment Control Plan	12/22/2015
ES-2	Erosion & Sediment Control Details	10/29/2015
ES-3	Erosion & Sediment Control Details	10/29/2015
RD-1	Wave Crest Circle & Bowline Drive Plan	12/22/2015
RD-2	Wave Crest Circle & Bowline Drive Profiles	12/22/2015
RD-3	Pavement System Details & Specifications	10/29/2015
SW-1	Sewage Collection System Plan	12/22/2015
SW-2	Sewage Collection System Profiles	12/22/2015
SW-3	Sewage Collection System Details & Specifications	12/22/2015
GD-1	Grading & Drainage System Plan	01/11/2016
GD-2	Grading & Drainage System Profiles	01/11/2016
GD-3	Grading & Drainage System Details & Specifications	01/11/2016

At this time I would not be opposed to the Board authorizing the Supervisor to sign the construction drawing and BSP-5 forms for the project. A final copy of the revised contract drawings will be placed in the Town Clerk's file as well as in the Map Room.

Regards



Allen J. Yager, P.E.  
Town of Lysander Engineer

Elaine, McMahon Town Clerk  
John Rao, Owner  
Jason Kantak, P.E., TDK

Item C,  
(1-5)

**YEAR 2016  
FIRE PROTECTION AGREEMENT  
WEST PHOENIX FIRE PROTECTION DISTRICT**

This AGREEMENT, made as of the 11th of January 2016 by and between the Town Board of the Town of Lysander, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "TOWN") and Enterprise Fire Company No. 1 of Phoenix, NY, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Phoenix, New York (hereinafter "COMPANY").

**WITNESSETH:**

WHEREAS, Company is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes, and as a part of those purposes, desires to provide fire protection and rescue services to persons in the West Phoenix Fire Protection District of the Town of Lysander; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the District; and

WHEREAS, Town Law Section 184 permits a town board to contract with an incorporated fire Company maintaining adequate and suitable apparatus and appliances for the furnishing of the fire protection and emergency services to such district; and

WHEREAS, the Company represents that it maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and rescue services to the District; and

WHEREAS, the Company does not maintain and will not provide general ambulance services.

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

**1. PROVISION OF FIRE PROTECTION AND RESUCE SERVICES**

Company will provide the Town with fire protection and rescue services capable of responding to emergencies on an on-going basis within the West Phoenix Fire Protection District. Fire protection shall be defined as it is in paragraph 9 of Section 184 of the Town Law and shall include inspections of buildings and properties in the fire protection district for the purposes specified in and as authorized by Sections 187-a and 183 of the Municipal Residential Law, and Section 189 of the Town Law. Fire protection shall not include the provision of general ambulance services.

2. TERM

The term of this Agreement shall commence on January 1, 2016 and shall continue until December 31, 2016.

3. COMPENSATION

Town agrees to pay Company the amount provided in Schedule A, payable no later than the 15th day of April, 2016.

The Town shall not be liable for any increases in the cost of the Volunteer Firefighters Benefit Law insurance or any other insurance attributable to its services to the West Phoenix Fire Protection District during the term of the Agreement, as such costs are specifically included in the amount of compensation payable under this Agreement.

4. INSURANCE

Company agrees to procure and maintain comprehensive general liability insurance sufficient to insure itself against claims for unintentional torts resulting in property damage, bodily injuries and wrongful death in an amount of not less than Three Million Dollars (\$3,000,000.00) combined single limit. Company shall name the Town as an additional insure in Company's liability insurance policies and shall provide proof of such insurance prior to the payment of any funds due by the Town. Such policies of insurance shall be issued by an insurer licensed by the State of New York, and shall specifically insure against the liability assumed hereunder by Company and shall provide that it is primary insurance and not excess or contributory with any other valid, existing and applicable insurance in force for or on behalf of the Town, and shall provide that the Town shall receive at least thirty (30) days' notice from the insurer prior to any cancellation or change of coverage. Company agrees to procure and maintain Volunteer Firefighter's Benefit Insurance during the term of this agreement. Should proof of insurance be presented after the 15th day of April of any given year, Town shall remit payment within five (5) business days after such proof of insurance is received by Town.

5. INDEMNITY

To the fullest extent permitted by law, Company agrees to hold harmless, defend and indemnify the Town from and against any and all claims and lawsuits of any kind or nature, including, without limitation, claims or lawsuits alleging property damage, bodily injury or wrongful death, arising out of the providing or failure to provide any services agreed to be provided by Company in this agreement, or arising out the qualifications of, or representation made by, Company in the agreement. This indemnity agreement shall not be construed to indemnify the Town for culpable conduct on the part of the Town if such indemnity would violate applicable law.

6. BILLING

The Company shall not bill any person for any fire protection or rescue services, except as may be permitted by law and expressly approved in writing by the Town. The Town's consent to such billing may not be unreasonably withheld.

7. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Company shall have no liability or responsibility to the Town for providing services under this Agreement to any person or property within the boundaries of the West Phoenix, Fire Protection District.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses:

Company  
Enterprise Fire Company No. 1 of Phoenix, NY  
Attention: President  
457 Main Street  
Phoenix, NY 13135

Town  
Town of Lysander  
Attention: Supervisor  
8220 Loop Road  
Baldwinsville, NY 13027

9. SAVINGS CLAUSE

If any provision of the Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any terms of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision of this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall, it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADING

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FUTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary to appropriate to achieve the purposes set forth in the Agreement.

13. BINDING EFFECT

The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. COUNTERPARTS

This Agreement may be executed in counter parts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any actions or proceedings arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal law of the State of New York, company is hereby prohibited from assigning, transferring, conveying or otherwise disposing of this agreement, or its power to execute this Agreement to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first written.

TOWN OF LYSANDER

By: \_\_\_\_\_

Joseph Saraceni  
Supervisor

ENTERPRISE FIRE COMPANY NO.1

By: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Lysander, NY a municipal corporation in the State of New York, hereinafter called the "MUNICIPALTY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the Town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA"

**WITNESSETH**

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

1. That the CNYSPCA will provide and maintain a pound or shelter for animals seized by the dog control officers of the Municipality. It will properly shelter, feed and water such animals during the redemption periods provided in Section 118 of Article 7 of the Agriculture and Markets Law or as established by the Municipality pursuant to such section, and at the end of such redemption periods will make available for adoption or euthanize and cremate unredeemed animals, as provided in said Section. In no event shall the CNYSPCA accept dogs for a redemption period of less than 5 days.
2. All dogs brought to the shelter by a dog control officer shall be accompanied by Form approved by the NY State Department of Agriculture and Markets entitled " Seizing Officer's Report of Seizure and Disposition of any Dog ".
3. The redemption periods specified in Paragraph 1 will commence from the date of delivery of the dog to the CNYSPCA by a duly appointed dog control officer of the Municipality.
4. All animals shall be vaccinated, if warranted, upon arrival at the shelter, the costs of which are covered by the "monthly" charge as provided in paragraph 8.  
All animals shall be spayed or neutered, if warranted, after the legally prescribed redemption period or prior to adoption. The municipality shall not be responsible for the spaying or neutering costs.
5. The shelter shall at all times during the term of this agreement be under the care of a competent employee and shall be open to the public Monday, Tuesday, Wednesday and Saturday from 10:00 AM to 4:00PM; Thursdays and Friday from 10:00 AM to 5:00 PM, except for legal holidays at which time the shelter will be closed.

6. In addition to the dogs, the CNYSPCA will accept any other animals which shall be delivered by a dog control officer or other authorized officer or employee of the Municipality for such disposition as shall be required.

7. The Municipality shall pay the sum of \$150.00 per animal surrendered to the CNYSPCA. This charge shall include the Veterinary examination, Kennel cough vaccination, Distemper/parvo virus vaccination, Rabies vaccination, Deworming, Flea treatment and Parvo virus testing (for animal under 6 mos.) if such services are deemed necessary.

The CNYSPCA shall bill the Municipality on a monthly basis for services rendered herein.

8. As a separate and distinct charge the following shall apply in addition to the per animal charge provided in paragraph 8:

**Rabies-Board and observation**

All animals (per day) \$25

**Euthanization and Cremation  
(If warranted or directed)**

Extra large dogs ( 81 lbs and over)	\$100
Large dogs (51 to 80 lbs)	\$85
Medium dogs (26 to 50 lbs)	\$70
Small dogs (up to 25 lbs)	\$60
Cats and other small animals	\$55

**9. CRUELTY SEIZURES:**

In the event that the municipality through it's representative(s) causes an animal to be placed with the CNYSPCA due to a seizure emanating from a cruelty complaint, with or without the assistance of the Cruelty Officers of the CNYSPCA, it shall be charged the sum of \$25 for each day the animal is held by the CNYSPCA pending final adjudication. Any medical costs will be in addition to the seizure boarding costs.

10. As a further separate and distinct charge, the Municipality shall pay the sum of up to \$500 representing reimbursement to the CNYSPCA for charges incurred by them from the security service employed by the CNYSPCA for the answering the security alarm if it is determined that the employee of the Municipality is responsible for the activation of the alarm.

11. This agreement shall commence on January 1, 2016 and shall continue to and including December 31, 2016.

**IN WITNESS WHEREOF**, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.

**DATED:** \_\_\_\_\_

**Town of Lysander**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CENTRAL NEW YORK SOCIETY FOR  
THE PREVENTION OF CRUELTY TO  
ANIMALS**

**By:** \_\_\_\_\_

**Paul Morgan/ Executive Director**