

**AGENDA**  
**MANAGEMENT & FINANCE COMMITTEE**  
**TUESDAY, JANUARY 28, 2020 AT 1:00 P.M.**  
**(Legislative Chambers)**

COMMITTEE MEMBERS: Barnes-Chair, Lausell, Howell, Rondinaro-excused, Blowers.  
ALSO PRESENT: Timothy O’Hearn, County Administrator  
STAFF ADVISOR/MINUTES: Stacy Husted, Clerk

- I. PURCHASING – Elizabeth Guild
  - A. Resolution – Authorization to declare items junk or surplus for various departments (see attached)
- II. TREASURER – Holley Sokolowski
  - A. Sales Tax Report (see attached)
  - B. Financial System Update.
- III. REAL PROPERTY TAX AGENCY – Tom Bloodgood
  - A. Report of the corrections, refunds and credits processed (see attached)
- IV. LEGISLATURE – Stacy Husted
  - A. Resolution requesting the New York State Legislature to renew the additional 1% Sales Tax for Schuyler County Pursuant to Section 40 of the Municipal Home Rule Law (see attached)
  - B. Discussion: John King, Village of Montour Falls Mayor, attending to discuss the Catharine Valley Trail Development Inter-Municipal Agreement (IMA) (see attached letter and IMA)
- V. INFORMATION TECHNOLOGY – Chris Caccia
  - A. Resolution – Authorize ongoing contract with Corning Council for Assistance and Information to the Disabled, Inc. d/b/a AIM Independent Living Center for Phone Services (see attached)
- VI. RECORDS MANAGEMENT – Peggy Tomassi
  - A. Discussion: New Records Management Storage System.
- VII. COUNTY CLERK/DMV – Theresa Philbin
  - A. Resolution – Authorize second amendment to the five-year contract with Cott Systems for an additional search station/license (see attached)
- VIII. PERSONNEL OFFICE - Lorry Johnson
  - A. No business.
- IX. COUNTY ATTORNEY – Steven J. Getman
  - A. Nothing submitted.
- X. ELECTIONS – Carolyn Elkins & Joseph Fazzary
  - A. Nothing submitted
- XI. COUNTY ADMINISTRATOR – Timothy O’Hearn

RE: AUTHORIZATION TO DECLARE ITEMS JUNK OR SURPLUS FOR VARIOUS DEPARTMENTS – PURCHASING

WHEREAS, various departments have items to be declared junk or surplus.

NOW, THEREFORE, BE IT RESOLVED, pursuant to County Law Section 215, the Schuyler County Legislature hereby declares the following assets junk or surplus, and

BE IT FURTHER RESOLVED that the following items are to be bid out, traded, placed in storage for an auction or disposed of.

**JUNK**

<b><u>Asset #</u></b>	<b><u>Description</u></b>	<b><u>Serial/VIN #</u></b>	<b><u>Department</u></b>
6549	Dell OptiPlex 755	DW5KPH1	District Attorney
7064	Dell OptiPlex 7010	6KW1HX1	County Administrator
7268	Samsung Tablet	99000484293090	Emergency Mgt
7657	Surface Pro	024817682753	Social Services

**SURPLUS**

<b><u>Asset #</u></b>	<b><u>Description</u></b>	<b><u>Serial/VIN #</u></b>	<b><u>Department</u></b>
5361	2003 Dodge Intrepid	2B3AD46V33H580588	Central Garage
5949	2005 John Deere Loader	8751539	Highway
6324	2008 Chevy One Ton w/Plow	1GBJK34K58E169185	Central Garage



# Schuyler County

## Sales Tax History 2019

County Share of Sales Tax (80%)



Prepared: **01/13/20**  
 By: **H. Sokolowski**

	Actual Payments from NYS for Sales Tax Revenues					2018 County Share	Budget #'s are previous year's actual % of year X Budgeted Tax Revenues	% TO BUDGET
	2015	2016	2017	2018	2019	2019	2019 BUDGET	
JANUARY	480,407.86	497,175.31	535,286.19	536,519.37	559,421.73	447,537.38		
TOTAL JANUARY	591,710.31	678,704.93	650,485.53	665,316.98	686,251.76	549,001.40	527,794.17	104.02%
FEBRUARY	396,895.76	416,595.49	452,938.14	495,795.89	486,350.68	389,080.54		
TOTAL FEBRUARY	497,656.36	519,829.61	542,295.19	596,252.01	584,737.56	467,790.04	473,005.12	98.90%
MARCH	304,931.37	315,742.01	646,199.01	709,647.37	713,638.73	570,910.98		
TOTAL MARCH	617,582.75	572,414.45	162,139.77	185,414.61	172,698.40	138,158.72	710,050.26	99.86%
TOTAL 1ST QTR	2,011,880.79	2,086,691.00	2,001,119.50	2,156,630.97	2,157,326.45	1,725,861.14	1,710,849.55	
APRIL	458,787.37	547,988.45	564,183.01	579,624.26	630,496.46	504,397.17		
TOTAL APRIL	164,876.53	125,973.24	105,032.77	149,067.38	152,657.99	122,126.39	578,069.12	108.38%
MAY	548,967.27	550,118.00	566,996.76	608,692.44	630,242.65	504,194.12		
TOTAL MAY	131,872.44	99,851.26	125,044.13	131,557.73	152,701.07	122,160.86	587,238.47	106.66%
JUNE	321,000.00	341,296.13	456,165.18	440,011.43	456,665.41	365,332.33		
TOTAL JUNE	435,403.46	427,620.83	456,356.50	504,684.54	520,065.23	416,052.18	1,021,171.04	129.03%
TOTAL 2ND QTR	360,345.94	333,649.75	286,361.21	342,552.87	340,869.23	781,384.51	2,186,478.63	
TOTAL YEAR TO DATE	2,421,253.01	2,426,497.66	2,560,139.56	2,756,190.65	2,883,698.04	2,570,478.41	3,897,328.19	
JULY	774,722.05	796,025.19	804,645.11	889,780.21	1,028,154.20	822,523.36		
TOTAL JULY	193,440.45	176,702.45	174,244.60	211,950.98	193,740.65	154,992.52	874,000.39	111.84%
AUGUST	968,162.50	972,727.64	978,889.71	1,101,731.19	1,221,894.85	977,515.88		
TOTAL AUGUST	770,077.62	755,788.10	772,289.87	857,602.73	937,326.39	749,861.11	819,555.87	111.71%
SEPTEMBER	200,068.11	193,081.69	194,171.95	175,497.79	207,032.65	165,626.12		
TOTAL SEPTEMBER	970,145.73	948,869.79	966,461.82	1,033,100.52	1,144,359.04	915,487.23	1,270,310.95	94.45%
TOTAL 3RD QTR	686,709.59	1,096,226.60	1,175,775.24	1,226,984.29	1,067,774.66	854,219.73	2,963,867.21	
TOTAL YEAR TO DATE	812,780.39	311,630.99	368,417.04	374,320.71	431,913.61	345,530.89	6,861,195.40	
TOTAL YEAR TO DATE	1,499,489.98	1,407,857.59	1,544,192.28	1,601,305.00	1,499,688.27	1,199,750.62		
TOTAL 3RD QTR	3,437,798.21	3,329,455.02	3,489,543.81	3,736,136.71	3,865,942.16	3,092,753.73		
TOTAL YEAR TO DATE	7,870,932.01	7,842,643.68	8,050,802.87	8,648,958.33	8,906,966.65	7,389,093.28		
OCTOBER	603,014.18	513,579.99	629,899.92	674,885.89	741,678.27	593,342.62		
TOTAL OCTOBER	119,942.20	122,817.26	128,276.86	143,766.90	129,324.40	103,459.52	649,435.06	107.29%
NOVEMBER	722,956.38	636,397.25	758,176.78	818,652.79	871,002.67	696,802.14		
TOTAL NOVEMBER	582,648.79	600,583.85	634,344.52	695,744.92	648,392.35	518,713.88	656,917.10	96.50%
DECEMBER	135,879.59	141,681.44	130,011.09	132,339.44	144,032.94	115,226.35		
TOTAL DECEMBER	718,528.38	742,265.29	764,355.61	828,084.36	792,425.29	633,940.23	912,452.45	119.10%
TOTAL 4TH QTR	318,000.00	506,682.38	532,123.67	485,801.44	668,627.09	534,901.67		
TOTAL 4TH QTR	293,156.00	311,086.69	316,996.80	327,922.13	331,878.01	265,502.41		
TOTAL 4TH QTR	339,213.23	283,667.64	282,249.36	336,478.80	357,932.14	286,345.71		
TOTAL 4TH QTR	950,369.23	1,101,436.71	1,131,369.83	1,150,202.37	1,358,437.24	1,086,749.79		
TOTAL 4TH QTR	2,391,853.99	2,480,099.25	2,653,902.22	2,796,939.52	3,021,865.20	2,417,492.16	2,218,804.60	
GRAND TOTAL	10,262,786.00	10,322,742.93	10,704,705.09	11,445,897.85	11,928,831.85	9,806,585.44	9,080,000.00	
BUDGET ESTIMATE	10,200,000.00	10,450,000.00	10,400,000.00	10,718,416.00	11,350,000.00			
% OF GRAND TOTAL	100.62%	98.78%	102.93%	106.79%	105.10%			County Sales Tax Comparison

Hector

**Schuyler County**

**Hummel Parcel ID 442689 22.00-1-54.11 Bill # 1696 Resolution # 12-19**  
 Assessment does not conform to the verified list of changes from the town Board of Assessment Review.

	Assessed		Taxable	Tax	Original	Corrected	Corrected	Corrected		
	<u>Value</u>	<u>Exemptions</u>	<u>Value</u>	<u>Rate</u>	<u>Tax</u>	<u>Assessment</u>	<u>Exemptions</u>	<u>Value</u>	<u>Tax</u>	<u>Difference</u>
General County	\$616,000	\$287,100	\$328,900	2.426547	\$798.09	\$510,000	\$198,700	\$311,300	\$755.38	\$42.71
Unfunded Mandates	\$616,000	\$287,100	\$328,900	4.769361	\$1,568.64	\$510,000	\$198,700	\$311,300	\$1,484.70	\$83.94
Town Tax	\$616,000	\$287,100	\$328,900	3.564867	\$1,172.48	\$510,000	\$198,700	\$311,300	\$1,109.74	\$62.74
Hector Fire	\$616,000	\$287,100	\$328,900	1.281406	\$421.45	\$510,000	\$198,700	\$311,300	\$398.90	\$22.55
Hector Water					\$274.25				\$274.25	\$0.00
Relevied WG					\$3,605.58				\$3,392.52	\$213.06
Total					\$7,840.49				\$7,415.49	\$425.00

**Terman Parcel ID 442689 2.00-1-72 Bill # 377 Resolution #**  
 Bill includes the relevy of a previously paid school tax

	Assessed		Taxable	Tax	Original	Corrected	Corrected	Corrected		
	<u>Value</u>	<u>Exemptions</u>	<u>Value</u>	<u>Rate</u>	<u>Tax</u>	<u>Assessment</u>	<u>Exemptions</u>	<u>Value</u>	<u>Tax</u>	<u>Difference</u>
General County	\$853,000		\$853,000	2.426547	\$2,069.84	\$853,000		\$853,000	\$2,069.84	\$0.00
Unfunded Mandates	\$853,000		\$853,000	4.769361	\$4,068.26	\$853,000		\$853,000	\$4,068.26	\$0.00
Town Tax	\$853,000		\$853,000	3.564867	\$3,040.83	\$853,000		\$853,000	\$3,040.83	\$0.00
Hector Fire	\$853,000		\$853,000	1.281406	\$1,093.04	\$853,000		\$853,000	\$1,093.04	\$0.00
Hector Water					\$45.71				\$45.71	\$0.00
Relevied WG					\$9,490.31				\$0.00	\$9,490.31
Total					\$19,807.99				\$10,317.68	\$9,490.31

Hector

**VanNostrand**      **Parcel ID**      **442689**      **33.05-1-3**      **Bill #**      **2281**      **Resolution #**  
Survey shows the parcel is only 0.51 acre, not 1.20      **7-20**

	Assessed <u>Value</u>	<u>Exemptions</u>	Taxable <u>Value</u>	Tax <u>Rate</u>	Original <u>Tax</u>	Corrected <u>Assessment</u>	Corrected <u>Exemptions</u>	Corrected <u>Taxable Value</u>	Corrected <u>Tax</u>	<u>Difference</u>
General County	\$365,000		\$365,000	2.426547	\$885.69	\$251,000		\$251,000	\$609.06	\$276.63
Unfunded Mandates	\$365,000		\$365,000	4.769361	\$1,740.82	\$251,000		\$251,000	\$1,197.11	\$543.71
Town Tax	\$365,000		\$365,000	3.564867	\$1,301.18	\$251,000		\$251,000	\$894.78	\$406.40
Burdett Fire	\$365,000		\$365,000	2.001570	\$730.57	\$251,000		\$251,000	\$502.39	\$228.18
Relevied WG					\$4,418.38				\$3,038.40	\$1,379.98
Total					\$9,076.64				\$6,241.74	\$2,834.90

**Warrant Information**

	<u>Original</u>	<u>Corrected</u>
Total Payable to Supervisor:	\$2,700,366.54	\$2,700,366.54
Total Payable to County Treasurer:	\$4,020,040.37	\$4,007,290.16
Total Warrant:	\$6,720,406.91	\$6,707,656.70
With Excess Credit/Debit:	\$2.51	\$2.51

Montour

Schuyler County

**Dillon** Parcel ID **442889** **66.00-1-11** Bill # **664** Resolution # **7-20**  
 Incorrect parcel acreage

	Assessed Value	Exemptions	Taxable Value	Tax Rate	Original Tax	Corrected Assessment	Corrected Exemptions	Corrected Taxable Value	Corrected Tax	Difference
General County	\$190,000	\$62,000	\$128,000	2.442403	\$312.63	\$180,000	\$71,000	\$109,000	\$266.22	\$46.41
Unfunded Mandates	\$190,000	\$62,000	\$128,000	4.769445	\$610.49	\$180,000	\$71,000	\$109,000	\$519.87	\$90.62
Town Tax	\$190,000	\$62,000	\$128,000	5.136430	\$657.46	\$180,000	\$71,000	\$109,000	\$559.87	\$97.59
Montour Fire	\$190,000		\$190,000	1.539476	\$292.50	\$180,000		\$180,000	\$277.11	\$15.39
Relevied OM					\$1,973.60				\$1,657.13	\$316.47
<b>Total</b>					\$3,846.68				\$3,280.20	\$566.48

Warrant Information

	<u>Original</u>	<u>Corrected</u>
Total Payable to Supervisor:	\$644,587.00	\$644,587.00
Total Payable to County Treasurer:	\$1,125,817.76	\$1,125,251.28
Total Warrant:	\$1,770,404.76	\$1,769,838.28
With Excess Credit/Debit:	\$0.01	\$0.01

Tyrone

**Schuyler County**

**Perry**                      **Parcel ID**      **443400**                      **30.00-1-13**                      **Bill #**                      **581**                      **Resolution #**  
 Incorrect calculation of an agricultural exemption                      **7-20**

	Assessed <u>Value</u>	<u>Exemptions</u>	Taxable <u>Value</u>	Tax <u>Rate</u>	Original <u>Tax</u>	Corrected <u>Assessment</u>	Corrected <u>Exemptions</u>	Corrected Taxable <u>Value</u>	Corrected <u>Tax</u>	<u>Difference</u>
General County	\$201,000	\$14,000	\$187,000	2.425961	\$453.65	\$201,000	\$98,600	\$102,400	\$248.42	\$205.23
Unfunded Mandates	\$201,000	\$14,000	\$187,000	4.769905	\$891.97	\$201,000	\$98,600	\$102,400	\$488.44	\$403.53
Town Tax	\$201,000	\$14,000	\$187,000	3.121532	\$583.73	\$201,000	\$98,600	\$102,400	\$319.64	\$264.09
Tyrone Fire	\$201,000		\$201,000	0.832576	\$167.35	\$201,000		\$201,000	\$167.35	\$0.00
<b>Total</b>					\$2,096.70			\$1,223.85		\$872.85

**Pappas**                      **Parcel ID**      **443400**                      **49.19-1-43**                      **Bill #**                      **1431**                      **Resolution #**  
 Parcel is not waterfront property and should not have incurred a Lakes District charge                      **7-20**

	Assessed <u>Value</u>	<u>Exemptions</u>	Taxable <u>Value</u>	Tax <u>Rate</u>	Original <u>Tax</u>	Corrected <u>Assessment</u>	Corrected <u>Exemptions</u>	Corrected Taxable <u>Value</u>	Corrected <u>Tax</u>	<u>Difference</u>
General County	\$7,000		\$7,000	2.425961	\$16.98	\$7,000		\$7,000	\$16.98	\$0.00
Unfunded Mandates	\$7,000		\$7,000	4.769905	\$33.39	\$7,000		\$7,000	\$33.39	\$0.00
Town Tax	\$7,000		\$7,000	3.121532	\$21.85	\$7,000		\$7,000	\$21.85	\$0.00
Tyrone Fire	\$7,000		\$7,000	0.832576	\$5.83	\$7,000		\$7,000	\$5.83	\$0.00
Lamoka Dist 2					\$180.00				\$0.00	\$180.00
<b>Total</b>					\$258.05			\$78.05		\$180.00

Tyrone

**Guerrie**                      **Parcel ID**        **443400**                      **49.07-1-10**                      **Bill #**                      **1147**                      **Resolution #**  
 Parcel is not waterfront property and should not have incurred a Lakes District charge                      **7-20**

	Assessed <u>Value</u>	<u>Exemptions</u>	Taxable <u>Value</u>	Tax <u>Rate</u>	Original <u>Tax</u>	Corrected <u>Assessment</u>	Corrected <u>Exemptions</u>	Corrected Taxable <u>Value</u>	Corrected <u>Tax</u>	<u>Difference</u>
General County	\$69,000		\$69,000	2.425961	\$167.39	\$69,000		\$69,000	\$167.39	\$0.00
Unfunded Mandates	\$69,000		\$69,000	4.769905	\$329.12	\$69,000		\$69,000	\$329.12	\$0.00
Town Tax	\$69,000		\$69,000	3.121532	\$215.39	\$69,000		\$69,000	\$215.39	\$0.00
Tyrone Fire	\$69,000		\$69,000	0.832576	\$57.45	\$69,000		\$69,000	\$57.45	\$0.00
Lamoka Dist 2					\$135.00				\$0.00	\$135.00
<b>Total</b>					<b>\$904.35</b>				<b>\$769.35</b>	<b>\$135.00</b>

**Warrant Information**

	<u>Original</u>	<u>Corrected</u>
Total Payable to Supervisor:	\$810,310.00	\$810,310.00
Total Payable to County Treasurer:	\$1,723,595.55	\$1,722,407.70
Total Warrant:	\$2,533,905.55	\$2,532,717.70
With Excess Credit/Debit:	\$0.02	\$0.02



RE: RESOLUTION REQUESTING THE NEW YORK STATE LEGISLATURE TO RENEW THE ADDITIONAL 1% SALES TAX FOR SCHUYLER COUNTY PURSUANT TO SECTION 40 OF THE MUNICIPAL HOME RULE LAW

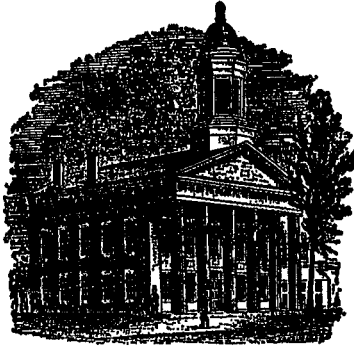
WHEREAS, Schuyler County was authorized, by State legislation, to increase sales tax by 1% effective March 1, 2000, and

WHEREAS, this authorization needs to be renewed every two years, and the current authorization will expire at the end of 2020, and

WHEREAS, the New York State Legislature could authorize the Schuyler County Legislature to continue to impose an additional 1% sales tax for another two-year period.

NOW, THEREFORE, BE IT RESOLVED, that the Schuyler County Legislature hereby requests the New York State Legislature to adopt special legislation to amend such laws, including the New York State Tax Law, to authorize the Schuyler County Legislature to continue to impose an additional 1% sales tax for the period December 1, 2020 through November 30, 2022, and

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be forwarded to New York State Senator Thomas F. O'Mara, New York State Assemblyman Philip A. Palmesano and to the Majority and Minority Leaders of the New York State Senate and Assembly.



**VILLAGE HALL & OFFICES**  
*Old Havana Court-House*

## VILLAGE OF MONTOUR FALLS

408 West Main Street  
P.O. Box 812  
Montour Falls, New York 14865

Alyssa Hammond, Clerk.

(607) 535-7367

Carl Blowers, Chairman  
Schuyler County Legislature

January 15, 2020

Dear Carl,


I am writing to request a change to the IMA signed between Montour Falls and The Legislature. The Connector Trail and Bridge Project was originally funded by a grant for \$15,000 from the Canal Corp, \$15,000 from SCOPED and a grant for \$120,000 from Parks and Recreation. Montour Falls has also funded \$26,000 for engineering which neither grant would pay for. The trail construction costs exceeded the engineering estimate reducing the amount of money reserved for the bridge repair. Based on a repair estimate of \$45,000 from Scott Welliver who was donating the bridge, a SAM grant was secured from Senator O'Mara for \$50,000 to pay for the repairs. One and a half years later we are still waiting for approval of the SAM grant. Therefore, to move forward an agreement was reached with the Legislature for a grant of \$50,000 with the understanding it was to be paid back when the SAM grant was finally approved. This allowed work on the bridge to finally move forward.

Unfortunately, when the bridge was moved to land and thoroughly examined it was found to be in far worse condition than thought and the repair estimate is now determined to be from \$80,000 to \$120,000. X-Rays are being done to determine the exact extent of the damage. As backup we also have a quote of \$110,000 for a new bridge plus \$20,000 for the cement deck.

Therefore, I am requesting that the IMA be changed so that the IMA grant does not need to be returned when the SAM grant is received thus providing a total of \$100,000 for bridge repairs.

Over the last two years the need for the bridge has increased and the nature of the project has grown into a genuine tourist attraction. Because of the WWTP project, a trail has been built on top of the force main from the new plant to the old plant in Montour Falls. Now a circular trail between Montour and Watkins is a reality with trails down both sides of the canal and joined together in the Montour Falls Marina. The only key thing missing is the bridge. In addition, the DOT Hwy 14 project in Montour is also adding the missing sidewalks that will provide an additional extension of the trail from Marina Drive to downtown Montour Falls. These expansions add more attractions to Schuyler County.

Sincerely,

  
John King  
Mayor, Montour Falls

RECEIVED

JAN 15 2020

SCHUYLER COUNTY  
LEGISLATURE

**INTERMUNICIPAL AGREEMENT  
REGARDING CATHARINE VALLEY TRAIL DEVELOPMENT**

**THIS INTERMUNICIPAL AGREEMENT** (this "Agreement") is made this 6<sup>th</sup> day of June, 2019, by and between the Village of Montour Falls (the "Village"), having address at 408 West Main Street, PO Box 812, Montour Falls, NY 14865 and the County of Schuyler (the "County"), having address at 105 Ninth St, Watkins Glen, NY 14891

WHEREAS, the parties hereto are municipal corporations of the State of New York; and

WHEREAS, the Village is a municipality located within the jurisdictional boundaries of the County; and

WHEREAS, since 2014, the Village has been working to complete the improvements to the Catharine Valley Trail (CVT), a multiuse pathway ("the project") as part of the initial Project Seneca Wastewater Treatment Plant initiative; and

WHEREAS from 2015 through 2018, the Village has been successful in securing the grant funds needed to complete the trail and abutments for the connector to the East side of the Barge Canal; and

WHEREAS, the final piece to bring this project to fruition is the refurbishment and relocation of an existing walking bridge, currently located on the property of Welliver McGuire, which has agreed to donate the refurbished bridge and secure the means to move it into place ("the bridge project").

WHEREAS, in 2018, the Village was notified of the award of a \$50,000.00 State and Municipal Facilities Program (SAM) grant through the Dormitory Authority of the State of New York (DASNY) to assist with these costs, but at this point, the Village does not have a date certain for when the grant funds will be disbursed but desires to complete the project as soon as possible; and

WHEREAS, by resolution no. 468, dated November 13, 2000, the County created an "Economic Development Reserve Fund;" and

\* WHEREAS, the Village is requesting funding in the amount of \$50,000.00 to facilitate completion of the project ~~in 2019, pending receipt~~ of the SAM grant funds; and

*in anticipation JJK DMK*

WHEREAS, the project will enable future construction and completion of a trail loop connecting the Village to the Village of Watkins Glen and will become an additional tourism attraction/activity which, in turn, will additionally stimulate economic development and investment in both villages; and

WHEREAS, the County and the Village desire to enter into this Agreement to promote intergovernmental cooperation and economic development and investment, as well as more efficient use of infrastructure and municipal revenues, as well as the enhanced promotion of community resources, especially where such resources span municipal boundaries.

**NOW, THEREFORE,** in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The County shall advance to the Village the sum of Fifty Thousand Dollars (\$50,000.00) from the County's Economic Development Reserve Fund to facilitate completion of the project in 2019, ~~pending receipt of the SAM grant funds.~~  
*Anticipatory JAK DAA*
2. The Village shall comply with all terms associated with application for and receipt of such grant funding as required by DASNY.
3. Upon receipt by the Village of any financial assistance for the bridge project from any other source, including the SAM grant funds, the Village shall repay the debt to County up to the \$50,000.00 advanced within thirty (30) days of the receipt of said financial assistance. All payments and other amounts due under this agreement shall be made without any setoff, defense or irrespective of, and without deduction for, counterclaims.
4. The Village agrees to complete this project within two years of receipt of the funding from the County or return the advanced funds to the County.
5. The Village and all others who may become liable for the payment of all or any part of the debt evidenced by this Agreement do hereby severally waive presentment and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and nonpayment, and all other notices of any kind. No notice to or demand on the Village shall be deemed to be a waiver of the obligation of the Village or of the right of the County to take further action without further notice or demand as provided for in this Agreement. The agreements contained herein shall remain in full force and be applicable notwithstanding any changes in the officers and directors relating to the Village.
6. Nothing herein shall be deemed to create or devise to the County any ownership interest in the project. Nothing herein shall be deemed to create for the County any liabilities, causes of actions, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, executions, claims, demands whatsoever, in law, equity and/or admiralty related to the project beyond the advancement of the \$50,000.00.
7. Insurance and Indemnification:
  - a. Each party covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the other.
  - b. Notwithstanding the limits of any policy of insurance provided or maintained by the Village, the Village shall defend, indemnify and hold harmless the County and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the

services provided by that party under this Agreement or arising out of or caused by any act, omission, or negligence of that party or its officers, employees, volunteers, or agents. The Village's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

8. All notices pursuant to this Agreement shall be made by hand delivery or by first class mail, or by a recognized national courier service, and shall be effective upon receipt. All notices shall be directed to the addresses below, or such other address as a party may direct by written notice.

To the Village:  
Village of Montour Falls Village Clerk  
408 West Main Street, PO Box 812  
Montour Falls, NY 14865

To the County:  
Schuyler County Administrator  
105 9<sup>th</sup> Street, Unit 37  
Watkins Glen, NY 14891

9. This Agreement may not be modified, amended, waived, extended, changed, discharged, or terminated orally or by any act or failure to act on the part of Village or County, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge, or termination is sought.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the applicable laws of the United States of America.
11. By their signatures below, each signatory certifies and affirms that he or she has read the entire Agreement (including all appendices and attachments hereto) and has the authority to bind their respective party to all terms and conditions (and any/all appendices and attachments) of the foregoing Agreement.

**(Remainder of the Page Left Intentionally Blank)**

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto executed this agreement the day and year first written above.

THE COUNTY OF SCHUYLER

THE VILLAGE OF MONTOUR FALLS

Dennis A. Fagan  
BY: Dennis A. Fagan  
Chair, County Legislature

John King  
BY: John King  
Village Mayor

UNIFORM FORM CERTIFICATES OF ACKNOWLEDGMENT  
(Within New York State)

For the County:

State of New York )  
County of Schuyler ) ss.:

On the 8<sup>th</sup> day of July in the year 2019 before me, the undersigned, personally appeared **Dennis A. Fagan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy B. Husted  
Notary Public

**STACY B. HUSTED**  
Notary Public, State of New York  
No. 01HU6007848  
Qualified in Schuyler County  
Commission Expires May 26, 2022

For the Village:

State of New York )  
County of Schuyler ) ss.:

On the 19<sup>th</sup> day of June in the year 2019 before me, the undersigned, personally appeared **John King**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Alyssa Hammond  
Notary Public

**Alyssa Hammond**  
Notary Public, State of New York  
No. 01HA6132710  
Qualified in Schuyler County  
Commission Expires August 29, 2021

APPROVED AS TO FORM  
Steven J. Getman  
Dated: 6/21/19  
**STEVEN J GETMAN**  
COUNTY ATTORNEY

## Village Hall

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**From:** Lee, Rebecca <RLee@dasny.org>  
**Sent:** Monday, July 8, 2019 1:24 PM  
**To:** Village Hall  
**Subject:** RE: SAM - Village of Montour Falls - Proj. 12963

Hi Alyssa,

Absolutely. Generally, these grants are reimbursement grants, so no worries on if the project is complete. Just make sure to keep copies of your cancelled checks and invoices so the reimbursement procedure is easier.

Best,  
Rebecca

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**From:** Village Hall [mailto:clerk@villageofmontourfalls.com]  
**Sent:** Monday, July 8, 2019 12:59 PM  
**To:** Lee, Rebecca <RLee@dasny.org>  
**Subject:** RE: SAM - Village of Montour Falls - Proj. 12963

*EXTERNAL EMAIL: Use caution before opening links / attachments.*

Hi Rebecca,

This still applies even if the project is complete correct?

Alyssa

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**From:** Lee, Rebecca <RLee@dasny.org>  
**Sent:** Monday, July 8, 2019 10:30 AM  
**To:** Village Hall <clerk@villageofmontourfalls.com>  
**Subject:** RE: SAM - Village of Montour Falls - Proj. 12963

Hi Alyssa,

This message is for Mayor King. He wanted confirmation that if and when we receive approval from the legislature, we will reimburse for costs incurred prior to the execution of the contract, so long as it is after the date of initial notification, which is 3/29/19. I hope this helps. Please let me know if you or your contractor need any more information.

Best,  
Rebecca

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**From:** Village Hall [mailto:clerk@villageofmontourfalls.com]  
**Sent:** Thursday, June 6, 2019 3:24 PM  
**To:** Lee, Rebecca <RLee@dasny.org>  
**Subject:** RE: SAM - Village of Montour Falls - Proj. 12963

*EXTERNAL EMAIL: Use caution before opening links / attachments.*

Thank you!

Resolution No. 198  
SCHUYLER COUNTY LEGISLATURE

Regular Meeting  
July 8, 2019

Intro. No. 17  
Approved by Committee MFR  
Approved by Co. Atty. SJG

Motion by Blowers  
Seconded by Rondinaro  
Vote: 8 Ayes to 0 Noes  
Name of Noes \_\_\_\_\_

RE: AUTHORIZE INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF MONTOUR FALLS AND  
AUTHORIZE USE OF ECONOMIC DEVELOPMENT FUNDS FOR EXPENSES RELATED TO THE  
CATHARINE VALLEY TRAIL – **AS AMENDED**

WHEREAS, since 2014, the Village of Montour Falls has been working to complete the improvements to the Catharine Valley Trail (CVT), a multiuse pathway as part of the initial Project Seneca Wastewater Treatment Plant initiative, and

WHEREAS, from 2015 through 2018, the Village has been successful in securing the grant funds needed to complete the trail and abutments for the connector to the East side of the Barge Canal, and

WHEREAS, the final piece to bring this project to fruition is the refurbishment and relocation of an existing walking bridge, currently located on the property of Welliver McGuire, which has agreed to donate the refurbished bridge and secure the means to move it into place, and

WHEREAS, in 2018, the Village was notified of an award in the amount of \$50,000.00 from the State and Municipal Facilities Program (SAM) grant through the Dormitory Authority of the State of New York (DASNY) to assist with these costs, but at this point, the Village does not have a date certain for when the grant funds will be disbursed but desires to complete the project as soon as possible, and

WHEREAS, the Village is requesting an advance in funding from the County in the amount of \$50,000.00 to facilitate completion of the project, in anticipation of the SAM grant funds, and

WHEREAS, the project will enable future construction and completion of a trail loop connecting the Village to the Village of Watkins Glen and will become an additional tourism attraction/activity which, in turn, will additionally stimulate economic development and investment in both villages, and

WHEREAS, the County and the Village desire to enter into this Agreement to promote intergovernmental cooperation and economic development and investment, as well as more efficient use of infrastructure and municipal revenues, as well as the enhanced promotion of community resources, especially where such resources span municipal boundaries, and

WHEREAS, upon receipt by the Village of any financial assistance for the bridge project from any other source, including the SAM grant funds, the Village shall repay the debt to the County up to the \$50,000.00 advanced within thirty (30) days of the receipt of said financial assistance and agrees to complete this project within two years of receipt of the funding from the County or return the advanced funds to the County.

NOW, THEREFORE, BE IT RESOLVED, that the Schuyler County Legislature hereby authorizes using \$50,000.00 from the Economic Development Fund for said advance, and

BE IT FURTHER RESOLVED, that the Chairman of the Legislature is hereby authorized to execute the intermunicipal agreement with the Village of Montour Falls, effective immediately, said agreement is approved by the Schuyler County Attorney, and

BE IT FURTHER RESOLVED, that the Schuyler County Treasurer is hereby authorized to transfer \$50,000 from the Economic Development Fund Balance account A890 into the Economic Development account no. 6989.0440.



STATE OF NEW YORK )  
 ) SS:  
COUNTY OF SCHUYLER)

I, Jamee L. Mack, Deputy Clerk of the Schuyler County Legislature, do hereby certify that the foregoing is a true and exact copy of the resolution duly adopted by the County Legislature on July 8, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said County Legislature at Watkins Glen, NY.

*Jamee L. Mack*  
Jamee L. Mack, Deputy Clerk

7-9-19  
Date



RE: AUTHORIZE ONGOING CONTRACT WITH CORNING COUNCIL FOR ASSISTANCE AND INFORMATION TO THE DISABLED, INC. D/B/A AIM INDEPENDENT LIVING CENTER FOR PHONE SERVICES – INFORMATION TECHNOLOGY

WHEREAS, the Corning Council for Assistance and Information to the Disabled, Inc. d/b/a AIM Independent Living Center is leasing space at the Human Services Complex, 323 Owego Street, Room 128, Montour Falls, NY, and has had an ongoing contract with the Buildings and Grounds Department for phone services, and

WHEREAS, the Information Technology Department is now, and has been, responsible for all phone services, so a new contract is required, and

WHEREAS, the Phone charge will remain to be \$21.50 a month, per DID line, and shall change as costs increase or decrease.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Legislature be hereby authorized to enter into an ongoing contract with Corning Council for Assistance and Information to the Disabled, Inc. for use of the County's Phone service, effective November 1, 2019, contract approved by the Schuyler County Attorney.

RE: AUTHORIZE SECOND AMENDMENT TO THE FIVE-YEAR CONTRACT WITH COTT SYSTEMS FOR AN ADDITIONAL SEARCH STATION/LICENSE – COUNTY CLERK

WHEREAS, the County Clerk currently has a five-year contract with Cott Systems for the Resolution 3 Land Records Management Hosted Services, and

WHEREAS, there is a need for an additional search station/license, at an additional monthly fee of \$75.00.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Legislature be hereby authorized to execute an second amendment to the existing five-year contract with Cott Systems for one additional search station/license, for an additional \$75.00 a month to be added to the existing monthly lease fee of \$1,080, making the new monthly lease fee \$1,155.00, effective February 10, 2020 through December 31, 2023, funding available in account no. 1410.428-Microfilming, approved by the Schuyler County Attorney.