

## **REGULAR SESSION**

**TUESDAY, JANUARY 3, 2023**

Chairman Johnson called the meeting to order at 6:00 p.m.

### **ROLL CALL OF MEMBERS**

All members present except Legislators Montigelli and Peck, and District 13 Legislator seat that is vacant.

### **PRIVILEGE OF THE FLOOR**

No one present wished to address the Board.

### **READING OF MINUTES OF LAST SESSION**

The minutes of the December 13, 2022 Board Session stand approved in the absence of objection or correction.

### **PRESENTATION OF PETITIONS, COMMUNICATIONS AND NOTICES**

An Election Commissioner Certification was received from the Jefferson County Republican Party certifying Jude Seymour as a Commissioner of Elections for a two year term beginning January 1, 2023.

### **REPORTS OF STANDING COMMITTEES**

None.

### **REPORTS OF COUNTY OFFICERS AND OTHERS**

The County Treasurer provided a report on Investments and Cash in Banks as of November 30, 2022.

The County Administrator provided a report on Budget Transfers for the month of December, 2022.

### **LOCAL LAWS, RESOLUTIONS AND MOTIONS**

Chairman Johnson entertained a motion and second to waive Standing Rules 35 and 60 to permit the introduction of the following resolutions. A motion was duly made by Legislator Maxon seconded by Legislator Ferris and unanimously carried.

**Resolution No. 1**

**Designation of Depositories for 2023**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to County Law Section 212, and General Municipal Law Section 10, the following institutions be and hereby are designated as depositories of monies received by the County Treasurer, and be it further

Resolved, That the maximum amount which may be kept on deposit at any one time in each depository shall not exceed that listed as follows:

<u>Name of Institution</u>	<u>Maximum Amount</u>
Key Bank of New York	\$ 5,000,000
WSB Municipal Bank	40,000,000
Community Bank NA	30,000,000
Carthage Savings & Loan, NA	15,000,000
RBC Wealth Management	75,000,000
NY Class	75,000,000

and be it further

Resolved, That this resolution shall take effect upon adoption.

Seconded by Legislator: Patrick R. Jareo

All members present voted aye.

**Resolution No. 2**

**Designation of Official Newspapers for 2023**

By Legislator: Robert W. Cantwell, III

Resolved, That, pursuant to Section 214 of County Law, the Watertown Daily Times, the Thousand Islands Sun and any other newspaper deemed appropriate, are hereby designated as the official newspapers of the County of Jefferson for the year 2023 for the publication of all local laws, notices and other matters required by law to be published.

Seconded by Legislator: Philip N. Reed, Sr.

All members present voted aye.

**Resolution No. 3**

**Delegating Authority to the County Auditor to Approve  
Certain Real Property Tax Refunds**

By Legislator: Jeremiah J. Maxon

Whereas, Section 556 of the New York State Real Property Tax Law provides a mechanism for the refunding of certain real property taxes by the Board of Legislators based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to an application by a taxpayer in cases involving clerical errors, unlawful entries upon the assessment rolls and certain errors in essential fact, and

Whereas, Said Section 556 of the Real Property Tax Law was amended to authorize the Board of Legislators to delegate to the County Auditor, on an annual basis, the authority to approve such refunds in cases where the refund sought does not exceed twenty five hundred dollars, or the maximum allowable under the above-referenced statute, and

Whereas, Such amendment also provides that the County Auditor will report to the Board of Legislators on a monthly basis those refund applications which she has approved during the previous month and further provides that she shall forward to the Board of Legislators for disposition all applications which she denied in whole or in part.

Now, Therefore, Be It Resolved, That pursuant to Section 556 of the Real Property Tax Law, this Board does hereby delegate to the County Auditor the authority to approve certain refunds of real property taxes as outlined in said Section 556 of the Real Property Tax Law in cases where the refund sought does not exceed the amount of twenty five hundred dollars, or the maximum allowable under the above-referenced statute and be it further

Resolved, That this delegation of authority shall remain in effect through the end of calendar year 2023.

Seconded by Legislator: Patrick R. Jareo

All members present voted aye.

Chairman Johnson entertained a motion and second to vote on Resolution Nos. 4 - 17 as a block because they all deal with annual allocations to the Authorized Agencies. Such motion was made by Legislator Jareo seconded by Legislator Grant and unanimously carried.

Chairman Johnson entertained a motion to sponsor and second Resolution Nos. 4 - 17. Such motion was made by Legislator Maxon and seconded by Legislator Nabywaniec. There being no discussion on any of the resolutions, all members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 4**

**Authorizing an Agreement with Various Organizations (County Ag Society and Dairy Promotion) for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into a contract with the following organizations for the amounts listed herein under the following terms and conditions:

1. The amounts to be paid from County funds shall not exceed the funds contained within the 2023 County Budget, payable to the following organizations:

Jefferson County Agricultural Society (Fair)	\$5,202
Jefferson County Dairy Promotion Board	\$2,601

2. The Organizations shall provide the County with services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.

3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Organizations in which they, on behalf of the Organizations, agree to comply with the terms of this resolution.

4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.

5. Within thirty (30) days of the termination of this Agreement, the Organizations shall provide and render to the County a verified account of the disbursements of such organizations with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.

6. The Organizations shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.

7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Fair Association and the Dairy Promotion Board shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the

parties, shall comprise the contract between the County and the Organizations.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 5**

#### **Authorizing Agreement with Community Action Planning Council of Jefferson County, Inc. for Public Services**

By Legislator: Jeremiah J. Maxon

Whereas, The Community Action Planning Council of Jefferson County, Inc., hereinafter referred to as "CAPC" has the ability to administer and operate various programs of public service for the County community, in its capacity as the designated Jefferson County antipoverty agency, and

Whereas, The County of Jefferson desires to contract with CAPC to administer and operate such programs for the benefit of the citizens of Jefferson County.

Now, Therefore, Be It Resolved, That the County of Jefferson shall enter into an agreement with CAPC for the provision of services in the form of administration and operation of certain programs within Jefferson County during the year 2023 including the following:

- Head Start Program
- Pre-K
- Child Care Resource & Referral
- Weatherization
- Em Power
- Child and Adult Care Food Program
- Childcare Training
- Emergency Services, Food & Utility Assistance, Rent Assistance
- Volunteer Income Tax Assistance (VITA)
- Nutrition Outreach and Education Program
- Summer Food Service Program
- Child Care Provider Registration
- Child Development Associates Credential
- Fair Housing
- Family Development Services
- Holiday Programs
- Ready to Work

and be it further

Resolved, That the County of Jefferson shall provide payment in the maximum amount of One Hundred Six Thousand One Hundred Twenty One Dollars (\$106,121) to CAPC for services so provided under the agreement in the sum of \$26,530.25 in advance of the first day of each quarter beginning January 1, 2023 and be it further

Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute such agreement, subject to approval of the County Attorney as to form and content, and be it further

Resolved, That the Council shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2024 and at any other time as the Board of Legislators may request, the Directors of the Council shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 6**

#### **Authorizing Agreement with Cooperative Extension Service of Jefferson County for the Provision of Agriculture Home Economics and 4-H Programs**

By Legislator: Jeremiah J. Maxon

Whereas, Pursuant to Section 224 (8a) of the County Law, the Board of Legislators appropriated the sum of \$676,260 for County fiscal year 2023 for the support and maintenance of the work of the Cooperative Extension Service of Jefferson County and in the conduct of the extended educational programs of the New York State College of Agriculture and Life Sciences, the College of Human Ecology, and other units at Cornell University relating to the betterment of individuals, families and communities of Jefferson County and for the employment by said Association of a professional staff, and

Whereas, Monies furnished by the County as well as the State of New York and the Federal Government will be expended for educational programs under the supervision of Cornell University acting through the Director of Cooperative Extension.

Now, Therefore, Be It Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute a memorandum of agreement with the Cooperative Extension Association of Jefferson County, subject to the approval of the County Attorney and Cornell University, which provides for the Association to expend the above referenced funds in accordance with an agreement between the Association and Cornell University as agent for the

state for cooperative management of the educational work of the Cooperative Extension Association and the proper supervision of the staff employed therefore, and in accordance with the 2023 Association budget submitted to the Board of Legislators and which further provides that the Association shall render an annual report to this Board of Legislators accounting for receipts, expenditures and financial condition of said Association, and be it further

Resolved, That the Chairman of the Board of Legislators is further authorized to enter into an agreement with said Association which provides for the County Treasurer to pay said Association the sum of \$169,065 in advance of the first day of each quarter beginning January 1, 2023 to the properly bonded treasurer of the Association, and be it further

Resolved, That the Association shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Association shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 7**

#### **Authorizing an Agreement with Disabled Persons Action Organization for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with the Disabled Persons Action Organization under the following terms and conditions:

1. The Disabled Persons Action Organization shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all external public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.
2. The amount to be paid from County funds shall not exceed Four Thousand Three Hundred Dollars (\$4,300) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Disabled Persons Action Organization in which they, on behalf of the Disabled Persons Action Organization, agree to

comply with the terms of this resolution.

4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.

5. Within thirty (30) days of the termination of this Agreement, the Disabled Persons Action Organization shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.

6. The Disabled Persons Action Organization shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.

7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Disabled Persons Action Organization shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Disabled Persons Action Organization.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 8**

#### **Authorizing an Agreement with Fort Drum Regional Liaison Organization for the Provision of Public Benefits Services**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into an agreement with the Fort Drum Regional Liaison Organization (FDRLO) under the following terms and conditions:

1. The FDRLO shall assist Jefferson County in fostering strong positive communications that enhance the interrelationships between military and civilian people who reside in the Fort Drum Region.



2. The amount to be paid from County funds shall not exceed Fifty Thousand Dollars (\$50,000) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the FDRLO in which they, on behalf of the FDRLO, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the FDRLO shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The FDRLO shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the FDRLO shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the FDRLO.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 9**

#### **Authorizing an Agreement with the Jefferson County Historical Society for the Provision of Public Benefits Services**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 (12) of the County Law and Section 57.13 of the Arts and Cultural Affairs Law, the County shall enter into an agreement with the Jefferson County Historical Society under the following terms and conditions:

1. The Historical Society shall provide the County with its services and shall promote, maintain and operate a public historical museum in Jefferson County in such a mode and manner as it deems appropriate.
2. The amount to be paid from County funds shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Historical Society in which they, on behalf of the Historical Society, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the Historical Society shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Historical Society shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Historical Society shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Historical Society.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 10**

#### **Authorizing Contract with the Jefferson County Local Development Corporation for the Provision of Economic Development and Agricultural Development Services Within the County**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 (14) of the County Law, the County of Jefferson shall enter into an agreement with the Jefferson County Local Development Corporation under the following terms and conditions:

1. The Agency shall provide the County with economic development services to promote and publicize the economic advantages of Jefferson County and to assist business concerns that wish to locate or expand operations within Jefferson County, and render such assistance in furtherance of the economic growth and well being of Jefferson County and its residents.
2. The Agency shall also provide the County with agricultural development services to promote agriculture and agri-business concerns and render such assistance in furtherance of the economic growth and well being of Jefferson County and its residents.
3. The amount to be paid from County funds shall not exceed Four Hundred Twenty Six Thousand Dollars (\$426,000) for the term of this agreement. Said amount consisting of Two Hundred Seventy Six Thousand (\$276,000) for economic development services and One Hundred Fifty Thousand (\$150,000) for agriculture development services.
4. Payments shall be made by the County Treasurer in the sum of \$75,000 on or about the first day of the year and on or about July 1, 2023, and in the sum of \$276,000 on or about October 1, 2023, the beginning of JCLDC's fiscal year, said payment contingent upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Agency in which they, on behalf of the Agency, agree to comply with the terms of this resolution.
5. The term of this Agreement shall be one (1) year from October 1, 2023 through September 30, 2024 to run concurrent with JCIDA's fiscal year for economic development services and January 1, 2023 through December 31, 2023 for agriculture development services.
6. Within thirty (30) days of the termination of this Agreement, the Agency shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
7. The Agency shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
8. On or before the 1<sup>st</sup> day of October 2024, and at any other time as the Board of Legislators may request, the Directors of the Agency shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
9. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this

Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Agency.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 11**

**Authorizing Agreement with the North Country Library System**

By Legislator: Jeremiah J. Maxon

Whereas, The North Country Library System is a system approved by the NYS Commissioner of Education and is a corporation chartered by the Regents of the University of the State of New York, and

Whereas, The Board of Legislators appropriated \$176,816 to be utilized by free libraries within Jefferson County during calendar year 2023 under the jurisdiction of the North Country Library System for salaries and books.

Now, Therefore, Be It Resolved, That, pursuant to Section 256 of the Education Law, Jefferson County enter into an agreement with the North Country Library System which provides for Jefferson County to pay to said Library System the sum of \$176,816 to be distributed during 2023 to the various free libraries in Jefferson County in accordance with the following distribution schedule:

<u>Library</u>	<u>Dollars</u>
Adams	4,563.91
Adams Center	3,042.61
Alexandria Bay	5,722.10
Antwerp	2,574.26
Belleville	1,709.03
Black River	28,117.04
Brownville	5,361.43
Cape Vincent	4,229.24
Carthage	15,745.33
Chaumont	3,516.47
Clayton	5,107.21
Depauville	2,188.81
Dexter	3,574.28
East Hounsfield	1,003.70
Ellisburg	1,709.03
Evans Mills	20,760.15

Henderson	2,199.51
LaFargeville	2,516.01
Mannsville	1,709.03
Philadelphia	3,020.89
Rodman	1,830.89
Sackets Harbor	4,014.80
Theresa	4,050.28
Thousand Islands Park	1,748.41
Watertown	46,801.57

and be it further

Resolved, That Jefferson County pay to the Library System the sum of \$88,408 in each half of the year, and be it further

Resolved, That, pursuant to Section 450 of the County Law, the Chairman of the Board of Legislators be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County, and be it further

Resolved, That the Library System shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2024 and at any other time as the Board of Legislators may request, the Directors of the Library System shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 12**

#### **Authorizing the Payment of Sums to the Jefferson County Soil and Water Conservation District as Appropriated**

By Legislator: Jeremiah J. Maxon

Whereas, The Jefferson County Board of Legislators has appropriated the sum of \$199,757 in the 2023 Budget to be paid to the Jefferson County Soil and Water Conservation District for the expense of maintaining said District and assisting the District in carrying out the provisions of the Soil Conservation Districts Law, and

Whereas, Section 223 of the County Law authorizes that such payments be made upon the adoption of a resolution directing the County Treasurer to make such payment upon certain terms

and conditions.

Now, Therefore, Be It Resolved, That, pursuant to Section 223, Subdivision 1 of County Law, the County Treasurer be and is hereby directed to pay out of monies so appropriated in the 2023 County Budget, upon order of the Chairman of the District Directors and upon his giving the appropriate receipt therefore, the sum of Forty Nine Thousand Nine Hundred Thirty Nine and 25/100 Dollars (\$49,939.25) in advance of the first day of each quarter beginning January 1, 2023 to the Jefferson County Soil and Water Conservation District, said monies to be used exclusively for the maintenance of said Conservation District and to assist said Conservation District in carrying out the provisions of the Soil Conservation Districts Law, and be it further

Resolved, That the Conservation District shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Jefferson County Soil and Water Conservation District shall report in writing to this body a detailed statement of its work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 13**

#### **Authorizing an Agreement with the Sports Fishery Advisory Board for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with the following organization for the amounts listed herein under the following terms and conditions:

1. The amounts to be paid from County funds shall not exceed the funds contained within the 2023 County Budget, payable to the following organizations:

Sports Fishery Advisory Board	\$1,594
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2. The Organization shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.

3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Organization in which they, on behalf of the Organization, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the Organization shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Organization shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Organization shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Organization.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 14**

#### **Authorizing an Agreement with the Thompson Park Conservancy for the Provision of Public Benefits Services**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 (12) of the County Law, the County shall enter into an agreement with the Thompson Park Conservancy under the following terms and conditions:

1. The Thompson Park Conservancy shall provide the County with its services and shall promote, maintain and operate a public zoological park and living museum in Jefferson County in such a mode and manner as it deems appropriate.

2. The amount to be paid from County funds shall not exceed Sixty Four Thousand Dollars (\$64,000) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Thompson Park Conservancy in which they, on behalf of the Thompson Park Conservancy, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the Thompson Park Conservancy shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this agreement.
6. The Thompson Park Conservancy shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Thompson Park Conservancy shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Thompson Park Conservancy.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 15**

#### **Authorizing an Agreement with the Thousand Islands Regional Tourism Development Corporation for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with Thousand Islands Regional Tourism Development Corporation (TIRTDC) under the following terms and conditions:



1. The Corporation shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.
2. The amount to be paid from County funds shall not exceed Four Hundred Thirty Five Thousand Dollars (\$435,000) for the term of this agreement.
3. Payments shall be made by the County Treasurer in the sum of \$217,500 on or about the first day of the year and on or about July 1, 2023, said payments contingent upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Corporation in which they, on behalf of the Corporation, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the Corporation shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Corporation shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Corporation shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Corporation.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 16**

**Authorizing an Agreement with the Jefferson County Volunteer  
Transportation Center for the Provision of Public Benefits Services**

By Legislator: Jeremiah J. Maxon

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into a contract with the Jefferson County Volunteer Transportation Center under the following terms and conditions:

1. The Center shall render centralized services, training and coordination of volunteer resources in Jefferson County.
2. The amount to be paid from County funds shall not exceed Twenty Seven Thousand Three Hundred Twenty Six Dollars (\$27,326) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Center in which they, on behalf of Center, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2023 through December 31, 2023.
5. Within thirty (30) days of the termination of this Agreement, the Center shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Volunteer Center shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2024, and at any other time as the Board of Legislators may request, the Directors of the Volunteer Transportation Center shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Center.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 17**

**Authorizing Agreement with the Watertown Urban Mission  
for the Bridge Program**

By Legislator: Jeremiah J. Maxon

Whereas, The 2023 County Budget appropriated \$31,000 for the Bridge Program through the Watertown Urban Mission for case management services related to DWI clients (\$5,500 from Stop DWI and \$25,500 from Authorized Agencies), including monitoring of substance abuse treatment, drug testing, home visits, education and ensuring that clients pay court fines, and

Whereas, It is necessary to enter into an agreement with the Bridge Program for the provision of these services.

Now, Therefore, Be It Resolved, That Jefferson County enter into an agreement with the Watertown Urban Mission for the Bridge Program for the term January 1, 2023 - December 31, 2023 to provide case management services to DWI defendants and DWI prevention education to the community and be it further

Resolved, That the Chairman of this Board be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County, subject to the review of the County Attorney as to form and content.

Seconded by Legislator: James A. Nabywaniec

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 18**

**Amending Real Property Tax Services Fees**

By Legislator: Anthony J. Doldo

Whereas, Pursuant to Resolution 350 of 1991, Jefferson County adopted policies and procedures relating to the collection of fees for goods or services provided by departments, and

Whereas, Said policies require that the rates for such fees be established or approved by the Board of Legislators, and

Whereas, By Resolution 37 of 2003 this Board of Legislators established fees for Real Property Tax Services, which were last amended by Resolution 118 of 2015, and the Director of Real Property Tax Services has proposed further changes to those fees.

Now, Therefore, Be It Resolved, That the following fees be set for goods and services provided by the Department of Real Property Services:

**Real Property Tax Services Fees**

<b><u>Item-Service</u></b>	<b><u>Fee</u></b>
Custom Aerial Tax Map	\$15.00
Custom Tax Map w/o Aerial Background	\$12.50
Tax Map w/Aerial Background (no custom work required)	\$12.50
** All Custom or Aerial Maps done 30x42**	

<b>Full Size Tax Map</b> <b>30x42</b>	
General Public	\$8.00
Reduced Fee	\$4.00

<b>Reduced Size Tax Map</b> <b>18x24</b>	
General Public	\$5.00
Reduced Fee	\$2.50

Electronic Copy .pdf Maps (Emailed)	\$2.00
Snapshot of Tax Map PDF	\$2.00

**Subscription Services**

Online Access--Tax Map Database Subscription	\$240.00/Year
Tax map printing for subscribers:	
30 x 42 tax maps	\$4.00 ea
30 x 42 tax maps with aerial	\$7.00 ea
18 x 24 reduced tax maps	\$2.50 ea

**Miscellaneous Fees**

Non-Tax Map Photocopies	\$0.25
County Assessment File On CD	\$500.00
Tax Map File Digitized On CD	\$500.00
(Any company that is doing work for a Town would not be charged for Shapefiles or DWG files if they provide appropriate documentation)	
Tax Map File Digitized/Town On CD	\$25.00

**Revaluation Fees**

Fees for General Revaluation Assistance

Data Collection (Town-Wide Assistance)	\$8.00/Parcel
To include assisting Assessors with Inventory Collection & Computer Entry (Office and Field)	

Revaluation (Town-Wide Assistance)	\$9.00/Parcel
To include assisting Assessors with Building & Checking Mass Valuation, Field Review of Values, Computer Entry of Values, Sales Review and Informal Hearings	

Fees for Individual Revaluation Assistance Services

Build Mass Valuation (Office)	\$1.50/Parcel
Field Review of Values	\$5.00/Parcel
Computer entry of Field Values (Office)	\$3.00/Parcel
Sales Review (Field - Only Sale Parcels)	\$5.00/Parcel*
Check Mass Valuation (Field - Sales Parcels & Select Sections)	\$6.00/Parcel*
Assist with Permit Collection (Field)	\$6.00/Parcel*

\* These charges are based upon the parcels worked on or reviewed and will be prorated appropriately.

**Subdivision Filings**

1 – 3 Lots	\$25.00
4 – 9 Lots	\$50.00
10 or More	\$100.00

**Ad Hoc Reports**

Setup Fee	\$25.00
Printed Report	\$0.25/Page
Electronic Copy (Emailed)	Included
Electronic Copy (On CD or Disk)	\$2.00
Mailing Labels	\$0.03/Label

**Roll Index**

**In .pdf Format by Town with Village**

Setup Fee	\$25.00
Printed Report	\$0.25/Page
Electronic Copy (Emailed)	Included
Electronic Copy (On CD or Disk)	\$2.00

**Assessment Rolls (Does not include Index)**

**In .pdf Format by Town with Village**

Setup Fee	\$50.00
Printed Report	\$0.25/Page
Electronic Copy (Emailed)	Included
Electronic Copy (On CD or Disk)	\$2.00

**Actual Cost of Mailing Added to Above Figures**

and be it further

Resolved, That such fees become effective January 9, 2023.

Seconded by Legislator: Jeremiah J. Maxon

All members present voted aye.

**Resolution No. 19**

**Authorizing Inter-Municipal Agreement for Shared Services with Lewis County  
in Regard to Providing Veteran Services**

By Legislator: Daniel R. McBride

Whereas, Pursuant to General Municipal Law §119-o municipal corporations may enter into cooperative agreements to share services for their mutual benefit, and

Whereas, Lewis County is in need of providing assistance to veterans residing in Lewis County and Jefferson County’s Veterans Services Agency is fully staffed and able to assume the functions, powers and duties of the Lewis County Department of Veterans Affairs, and

Whereas, The Board of Legislators of the County of Jefferson and the County of Lewis desire to enter into an inter-municipal agreement providing for the personnel of the Jefferson County Veterans Services Agency to assume the responsibility and duties of the Lewis County Department of Veterans Affairs, utilizing equipment owned and maintained by Lewis County, in consideration of an annual payment to Jefferson County, and

Whereas, Each County has agreed that an equitable apportionment of costs for the combined program results in 38% of the annual budget cost being allocated to Lewis County and said share of the annual total budget shall be reimbursed to Jefferson County by Lewis County.

Now, Therefore, Be It Resolved, That the Chairman of the Board is hereby authorized to execute an inter-municipal agreement with the County of Lewis providing for the shared services of Veterans Department personnel for a period of up to two years beginning January 1, 2023, subject to the approval of the County Attorney as to form and content.

Seconded by Legislator: Anthony J. Doldo

All members present voted aye.

### **Resolution No. 20**

#### **Authorizing Inter-Municipal Agreement for Shared Services With Lewis County in Regard to Weights and Measures Personnel and Services**

By Legislator: Jeremiah J. Maxon

Whereas, Pursuant to General Municipal Law §119-o municipal corporations may enter into cooperative agreements to share services for their mutual benefit, and

Whereas, By Resolution 228 of 2016, this Board of Legislators of the County of Jefferson entered into an inter-municipal agreement with the County of Lewis providing for the personnel of the Jefferson County Department of Weights and Measures to assume the responsibility and duties of the Lewis County Department of Weights and Measures, utilizing equipment owned and maintained by Lewis County, in consideration of an annual payment to Jefferson County, and

Whereas, Both Counties desire to renew said agreement, and

Whereas, Each County has agreed that an equitable apportionment of costs for the combined program results in 38% of the annual budget cost being allocated to Lewis County and said share of the annual total budget shall be reimbursed to Jefferson County by Lewis County.

Now, Therefore, Be It Resolved, That the Chairman of the Board is hereby authorized to execute an inter-municipal agreement with the County of Lewis providing for the shared services of Weights and Measures Department personnel for a period of up to three years, beginning January 1, 2023, subject to the approval of the County Attorney as to form and content.

Seconded by Legislator: Corey Y. Grant

All members present voted aye.

### **Resolution No. 21**

#### **Setting Time and Place for a Public Hearing on the Application of Jefferson County for Restore NY, Round 7, Grant Funding in Regard to the Deferiet Paper Mill Demolition and Revitalization.**

By Legislator: Daniel R. McBride

Whereas, New York State Empire State Development is requesting funding proposals for Restore NY Round 7 Communities Initiative, a grant program for revitalizing urban and rural areas,

disadvantaged communities, and stabilizing communities, and

Whereas, Jefferson County is currently partnering with the Village of Deferiet, Town of Wilna, Tug Hill Commission, Jefferson County Industrial Development Agency, and New York State Energy Research and Development Agency to redevelop the former Deferiet Paper Mill site (Tax Map Parcel Nos. 66.82-1-67, 76.27-1-3, and 66.20-1-36) for solar energy production and other uses, and

Whereas, The application for the Restore NY grant is due January 27, 2023 and requires that a public hearing be held for the purpose of discussing the application and the “Property Assessment List” (attached) prior to the date the application is filed with NYS Empire State Development.

Now, Therefore, Be It Resolved, That the Board of Legislators shall hold a public hearing on the Restore NY Round 7 grant application for the demolition and revitalization of the Deferiet Paper Mill on Tuesday, January 17, 2023 at 6:00 PM in the Chambers of the Jefferson County Board of Legislators Historic Courthouse, 195 Arsenal Street, Watertown, NY, and it is further

Resolved, That the Clerk of the Board of Legislators shall give notice of said public hearing as required by law.

Seconded by Legislator: Philip N. Reed, Sr.

Administrator Hagemann advised that a similar resolution was done in October 2022 for the first round of this funding and the County was not successful, so this resolution starts the process in applying for funding in the second round.

All members present voted aye.

## **Resolution No. 22**

### **Approving the 2023 Stop DWI Plan**

By Legislator: Anthony J. Doldo

Whereas, This Board is in receipt of the Stop DWI Budget for County Fiscal Year 2023.

Now, Therefore, Be It Resolved, That the plan for the coordination of County, Town, City and Village efforts to reduce alcohol related traffic injuries and fatalities during 2023 be and is hereby adopted as the Jefferson County Stop DWI Plan for 2023, and be it further

Resolved, That the Chairman of the Board of Legislators is hereby authorized to sign the Certification Page of the 2023 Stop-DWI Plan on behalf of Jefferson County, and be it further

Resolved, That, Upon approval of said Stop DWI Plan by the Commissioner of the New York



State Department of Motor Vehicles, expenditure of Stop DWI funds in accordance with said Plan and the 2023 Jefferson County Budget is hereby authorized.

Seconded by Legislator: Robert W. Cantwell, III

All members present voted aye.

### **Resolution No. 23**

#### **Appointing Election Commissioner**

By Legislator: Robert D. Ferris

Resolved, That pursuant to Section 3-204 of the Elections Law, Jude Seymour, Republican, is hereby appointed as Election Commissioner of the County of Jefferson for a two year term beginning January 1, 2023.

Seconded by Legislator: Jeremiah J. Maxon

All members present voted aye.

### **Resolution No. 24**

#### **Amending the 2023 County Budget to Reappropriate Community Development Block Grant (CDBG), HOME Investment Partnership Grant Program Funds, and HOME Investment Partnership – American Rescue Plan Grant Funds**

By Legislator: Philip N. Reed, Sr.

Whereas, By Resolutions 192 of 2018; 216 of 2019; 174 of 2021, and 45 and 75 of 2022, the Jefferson County Board of Legislators accepted Community Development Block Grant (CDBG) and HOME grant awards, and

Whereas, By Resolutions 151 of 2020 and 126 of 2021 this Board appropriated recaptured CDBG funds in accordance with NYS Office of Community Renewal guidelines, and

Whereas, By Resolution 255 of 2021, this Board accepted HOME American Rescue Plan (ARP) grant award, and

Whereas, Jefferson County maintains grant award balances for the CDBG, HOME and HOME-ARP Programs, and

Whereas, It is necessary to reappropriate these funds in order to provide for the continuation of these programs in 2023.

Now, Therefore, Be It Resolved, That the 2023 County Budget is hereby amended as follows:

**Increase:**

Revenue		
30000000 30599	Appropriated Fund Balance	\$5,753,961.37
Expense		
30865000 04005	Supportive Housing - HOME ARP	\$2,988,032.00
30866800 04014	CDBG Housing Rehab	\$ 665,119.83
30866800 04021	Community Development Expense	\$ 40,958.82
30898900 04001	HOME Program	\$2,059,850.72

Seconded by Legislator: Corey Y. Grant

Roll Call Vote

Ayes: Cantwell, Calarco, McBride, Maxon, Grant, Jareo, Nabywaniec, Drake, Ferris, Reed, Doldo, Johnson

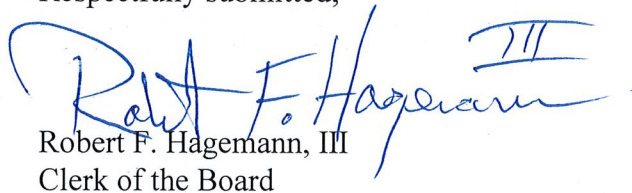
Absent: Montigelli, Peck

Vacant: District 13 Legislator

Chairman Johnson advised that it appears the recommendation of the Jefferson County Republican Party for the District 13 Legislator seat is Sarah Compo Pierce. He said there will be a Special Session of the Board held on January 17<sup>th</sup> and he anticipates filling the District 13 Legislator seat will be an agenda item for that meeting.

There being no further business of the Board, on a motion by Legislator Maxon seconded by Legislator Ferris and unanimously carried, the meeting was adjourned at 6:10 p.m.

Respectfully submitted,

  
Robert F. Hagemann, III  
Clerk of the Board