County of Jefferson
Office of the County Administrator

Historic Courthouse
195 Arsenal Street, 2nd Floor
Watertown, NY 13601-2567
Phone: (315) 785-3075 Fax: (315) 785-5070

September 1, 2016

To: Honorable Members of the Board of Legislators

This shall serve as notice that the regular session of the Jefferson County Board of Legislators for the month of September will be convened on ***Tuesday, September 6, 2016 at 5:30 p.m.*** in the Board of Legislators Chambers, Historic Courthouse, 195 Arsenal Street, Watertown, NY.

If you need additional information relative to any of the Board Session agenda items, please feel free to give me a call.

The agenda for the September Session is as follows:

ROLL CALL OF MEMBERS

PRIVILEGE OF THE FLOOR

READING OF MINUTES OF LAST SESSION, IF REQUESTED

PRESENTATION OF PETITIONS, NOTICES AND COMMUNICATIONS

REPORTS OF STANDING COMMITTEES

Report of the Finance & Rules Committee on Financial Resolutions
Report of the Finance & Rules Committee on Legislators' Expenses

REPORTS OF COUNTY OFFICERS AND OTHERS

Report of the County Treasurer on Summary of Cash in Banks

LOCAL LAWS, RESOLUTIONS AND MOTIONS

1. Resolution No. 201 Payment of Legislators' Expenses

2.	Resolution No. 202	Setting and Reporting Standard Work Day Hours to the New York State and Local Employees' Retirement System for Certain Elected Officials
3.	Resolution No. 203	Appointing Director of Office for the Aging
4.	Resolution No. 204	Approving Appointment of Deputy County Administrator
5.	Resolution No. 205	Appointing County Administrator
6.	Resolution No. 206	Authorizing An Agreement for the Provision of Professional Abstracting Services for Real Property Tax Enforcement
7.	Resolution No. 207	Conditionally Authorizing Sale of Real Property to Antwerp American Legion Post 916
8.	Resolution No. 208	Authorizing the Purchase of Real Property for the Construction of a Radio Transmission Tower to be Used for the County Emergency Management Radio System
9.	Resolution No. 209	Authorizing the Cancellation of Interest and Penalties on Certain Delinquent Real Property Taxes Owed by the Mohawk, Adirondack & Northern Railroad Corporation in the County of Jefferson
10.	Resolution No. 210	Authorizing Payment In Lieu of Taxes Agreement Relative to Mohawk, Adirondack & Northern Railroad Corporation
11.	Resolution No. 211	Authorizing An Agreement with EvoGov, Inc. For Website Design
12.	Resolution No. 212	Authorizing Amended Renewal Agreement with NYS Unified Court System for Provision of Court Security Services by Jefferson County
13.	Resolution No. 213	Authorizing an Agreement with Community Action Planning Council to Promote Fair and Equal Housing
14.	Resolution No. 214 (Roll Call Vote)	Authorizing Agreements with the Federal Aviation Administration, the New York State Department of Transportation and McFarland Johnson, and Amending the 2016 County Budget and Capital Plan in Relation to the Terminal Apron Reconstruction Design

15.	Resolution No. 215	Establishing Time and Place for a Public Hearing on the Inclusion of Viable Agricultural Land in Certified Agricultural Districts before the Districts' Established Review Periods
16.	Resolution No. 216	Appointing Section 3 Coordinator for Jefferson County
17.	Resolution No. 217 (Roll Call Vote)	Amending the 2016 County Budget to Recognize Insurance Recovery and Transfers within the Road Machinery Fund
18.	Resolution No. 218 (Roll Call Vote)	Amending the 2016 County Budget Relative to Overtime Reimbursement for the Sheriff's Department
19.	Resolution No. 219 (Roll Call Vote)	Accepting Donation for Sheriff's Department K-9 Unit and Amending the 2016 County Budget in Relation Thereto
20.	Resolution No. 220 (Roll Call Vote)	Authorizing Inter-Municipal Agreement with the City of Watertown Regarding FY 2016 Edward Byrne Memorial Justice Assistance Program and Amending the 2016 County Budget in Relation Thereto
21.	Resolution No. 221 (Roll Call Vote)	Amending the 2016 County Budget to Allocate Additional State Aid Relative to a Cost of Living Adjustment for Community Services Programs
22.	Resolution No. 222	Authorizing Agreement for Provision of Certain Professional Services to the Medical Examiner's Office
23.	Resolution No. 223	Authorizing Amended Agreement for Provision of Certain Professional Services to the Medical Examiner's Office
24.	Resolution No. 224	Amending the 2016 County Budget in Relation to Public Health Department Accounts

Sincerely,

Robert F. Hagemann III

Robert F. Hagemann, III
Clerk of the Board

RFH:jdj

Enc.

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 201

Payment of Legislators' Expenses

By Legislator: William W. Johnson

Whereas, This Committee to whom claims of the members of the Board were referred, has examined and audited such claims and finds the total to be $530.62 we have allowed:

Legislator Expense: $530.62

Now, Therefore, Be It Resolved, That the County Treasurer be and is hereby directed to draw checks payable to the claimants as audited.

Seconded by Legislator: Allen T. Drake

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 202

Setting and Reporting Standard Work Day Hours to the New York State and Local Employees' Retirement System for Certain Elected Officials

By Legislator: Carolyn D. Fitzpatrick

Be It Resolved, That the County of Jefferson/10022 10 hereby establishes the following as the standard work days for these titles and will report the officials to the New York State and Local Employees' Retirement System based on the record of activities. maintained and submitted by this official to the Clerk of this body:

ELECTED OFFICIALS

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max 8 hrs	Name	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activites Result	Not submitted (Check only if official did not submit their Record of Activities
Elected Officials								
County Clerk	7 hrs	Gizelle J. Meeks				01/01/16-12/31/19	24.52	
District Attorney	8 hrs	Kristyna S. Mills				01/01/16-12/31/19	31.357	

Seconded by Legislator: Allen T. Drake

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

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In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 203

Appointing Director of Office for the Aging

By Legislator: Allen T. Drake

Resolved, That pursuant to Section 204 of County Law and Section 66521.5 of Title 9 of the Official Compilation of New York State Codes, Rules and Regulations Timothy J. Ruetten be and is hereby appointed as Director of the Office for the Aging for a term to commence on October 3, 2016 and expire on December 31, 2017, at Grade VI-D of the Management Schedule, and be it further

Resolved, That Resolution No. 2 of 2016 is hereby recinded.

Seconded by Legislator: Daniel R. McBride

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 204

Approving Appointment of Deputy County Administrator

By Legislator: William W. Johnson

Resolved, That pursuant to Section 6 of Local Law No. 10 of 1986, upon the recommendation of the County Administrator, Sarah H. Baldwin be and is hereby appointed as Deputy County Administrator for a term to commence on October 3, 2016 and then consistent with that of the County Administrator, said term to expire on December 31, 2018, and be it further

Resolved, That the appointment be set at Grade III-A of the Management Schedule.

Seconded by Legislator: James A. Nabywaniec

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 205

Appointing County Administrator

By Legislator: Daniel R. McBride

Whereas, Pursuant to Local Law No. 10 of 1986, as amended, the position of County Administrator is subject to reappointment by the Board of Legislators; and

Whereas, The current term of the Administrator, Robert F. Hagemann, III will expire December 31, 2016; and

Whereas, The Jefferson County Board of Legislators wishes to reappoint Robert F. Hagemann, III for a successive term.

Now, Therefore, Be It Resolved, That, pursuant to Jefferson County Local Law No. 10 of 1986, as amended, Robert F. Hagemann, III be and is hereby appointed as County Administrator for the County of Jefferson for a two year term of office to expire December 31, 2018, consistent with all applicable resolutions and law and pursuant to the terms currently in place for said position and all other benefits afforded under the Management Personnel Policy Manual; and be it further

Resolved, That the salary of the County Administrator shall be adjusted annually during the term in accordance with the percentage increase awarded in the Management and Management Confidential Compensation Plan.

Seconded by Legislator: Carolyn D. Fitzpatrick

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 206

Authorizing An Agreement for the Provision of Professional Abstracting Services for Real Property Tax Enforcement

By Legislator: James A. Nabywaniec

Whereas, Jefferson County is responsible for the enforcement of delinquent real property tax liens for all taxing jurisdictions within the County other than the City of Watertown, and

Whereas, The tax foreclosure process is dependent on a thorough search of the chain of title for each parcel of real property subject to enforcement by tax foreclosure to determine the name and address of each party required by law to receive notice of the foreclosure action, and

Whereas, The annual "delinquent fee" applied to each parcel of real property with unpaid taxes is intended to fund the expenses of enforcement such as title search, and

Whereas, The County and Brownell Abstract Corporation have previously contracted for abstract services with said agreement expiring on December 31, 2015, and

Whereas, the County of Jefferson and Brownell Abstract Corporation are desirous of renewing the agreement for the period of two years ending December 31, 2017.

Now, Therefore, Be it Resolved, that the Board of Legislators authorizes a contract for a period of two years ending on December 31, 2017 and increasing the fee for each search to $100.00 per parcel, and the Chairman of the Board of Legislators is hereby authorized and directed to execute such agreement on behalf of Jefferson County, subject to the approval of the County Attorney as to form and content.

Seconded by Legislator: William W. Johnson

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 207

Conditionally Authorizing Sale of Real Property to Antwerp American Legion Post 916

By Legislator: Daniel R. McBride

Whereas, Tax Map Parcel No. 36.32-1-8 in the Town of Antwerp is subject to multiple years of delinquent real property taxes and the residential structure on the parcel is in poor condition, and

Whereas, The Antwerp American Legion, Post 916 has proposed to the County of Jefferson that it will purchase the parcel, demolish the structure and utilize the premises as a parking lot for its facility, and

Whereas, It is in the best interest of the County of Jefferson to contract to sell the parcel to a buyer with the intent and ability to demolish the structure prior to perfecting its tax foreclosure title so as not to risk being unable to sell a property with significant building code issues, and

Whereas, The contract of sale with the Antwerp American Legion will be conditional on the County acquiring title through real property tax foreclosure, require the purchaser to pay the nominal purchase price of $1.00, pay deed recording costs, and contain a "put" clause requiring the purchaser to assume title upon tender of a deed by County.

Now, Therefore, Be It Resolved, That should the County come into title of the above referenced parcel as a result of foreclosure, the parcel shall be sold to Antwerp American Legion Post 916 for $1.00, with the Post to bear the costs of any applicable filing and recording costs, and the Chairman of the Board and the County Attorney are authorized to execute any documents necessary to accomplish such conveyance, and it is further

Resolved, That prior to the County taking a judgment of foreclosure in regard to said parcel, the Chairman of the Board of Legislators be and hereby is authorized to execute a Contract of Purchase and Sale with the Antwerp American Legion, Post 916, providing for the sale of said parcel to the Post as outlined above, with the following further conditions in said contract: a "put" clause whereby the County may compel the Post to take title to the parcel from the County.

Seconded by Legislator: Allen T. Drake

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 208

Authorizing the Purchase of Real Property for the Construction of a Radio Transmission Tower to be Used For the County Emergency Management Radio System

By Legislator: William W. Johnson

Whereas, the County of Jefferson is in the process of reconstructing and upgrading its emergency management radio system in order to create a Countywide interoperable radio system, and

Whereas, In order to accomplish the goals of Countywide coverage and system redundancy twelve transmission tower sites have been selected for new tower construction, and

Whereas, The Site selected in the Town of Watertown is located on Dry Hill at tax map parcel nos. 91.13-1-1 and 91.13-1-5.2 and are currently owned by Fast Lube of Watertown, LLC, and

Whereas, A Contract of sale has been entered into between the County of Jefferson and Fast Lube of Watertown for the sale of the above two parcels for a combined purchase price of $17,500.00, and

Whereas, A Determination pursuant the New York State Environmental Quality Review Act has been made and adopted by this Board of Legislators on August 2, 2016 finding that the radio system upgrade project and the selection of the twelve tower sites (including the Town of Watertown site) have no significant impact on the environment and a Negative Declaration having been issued.

Now, Therefore, Be It Resolved, That the purchase of the above parcels of real property by the County of Jefferson are hereby authorized upon the terms set forth in the contract of sale and the Chairman of the Board of Legislators is hereby authorized and directed to execute any documents necessary to accomplish closing of the conveyance, subject to approval of the County Attorney as to form and content.

Seconded by Legislator: Carolyn D. Fitzpatrick

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 209

Authorizing the Cancellation of Interest and Penalties on Certain Delinquent Real Property Taxes Owed by The Mohawk, Adirondack & Northern Railroad Corporation in the County of Jefferson.

By Legislator: Allen T. Drake

Whereas, The Mohawk, Adirondack & Northern Railroad, Corp. (hereinafter "MANRR") owns certain railway corridors in the Town of Wilna connecting Carthage to Newton Falls in St. Lawrence County and Carthage to Lowville in Lewis County, and

Whereas, Although said railroad corridors once served a number of manufacturing businesses, the number of businesses served and volume of traffic has decreased markedly over the past two decades, and

Whereas, The remaining businesses on said rail corridor depend on continued rail service and future economic growth in Jefferson, St. Lawrence and Lewis County depend on a viable rail corridor for the development of heavy industry, and

Whereas, The current balance of the delinquent tax lien and minimal railroad revenue place a significant burden on the MANRR's ability to operate at a profit margin permitting its continued existence in Jefferson and contiguous counties, and

Whereas, It is the Board's desire to exercise its discretion, in the best interest of the County, pursuant to Real Property Tax Law § 1182, to reduce the interest, penalties and other charges currently accrued against delinquent taxes owed by the MANRR Corp.

Now, Therefore, Be It Resolved, That this Board of Legislators finds and determines that it is in the best interest of the tax district to cancel the interest and penalties accrued against MANRR real property and the enforcing officer is authorized and directed to reduce the tax lien for the parcels on the attached exhibit, by the amount of interest, penalties, and other charges set forth on the attached table for the tax lien years indicated on said exhibit.

Seconded by Legislator: James A. Nabywaniec

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

	Original Tax Due	Penalties, Interest & Legal Fees	Taxes Due August 2016
6001 86.40-2-37.5			
2003	10744.64	19081.89	29826.53
2002	10191.51	17379.47	27570.98
2001	8977.49	15171.14	24148.63
2000	4985.90	8426.34	13412.24
1999	6153.08	10398.57	16551.65
1998	8203.66	13864.75	22068.41
1997	8009.89	13536.90	21546.79
1995	7688.85	12994.41	20683.26
6001 86.40-2-37.51			
2016	5652.01	698.04	6350.05
2015	2779.22	848.38	3627.60
2014	5040.56	2047.85	7088.41
6089 68.00-1-65			
2016	431.19	53.27	484.46
2015	182.14	200.41	382.55
2014	381.23	298.07	679.30
6089 78.00-2-21			
2016	1437.40	177.51	1614.91
2015	616.84	308.95	925.79
2014	1254.63	626.01	1880.64
6089 86.00-2-6			
2016	1975.09	243.93	2219.02
2015	805.21	355.82	1161.03
2014	1723.94	802.30	2526.24
3001 86.48-2-9			
2016	1576.52	194.69	1771.21
2015	687.38	326.55	1013.93
2014	1447.54	698.58	2146.12
2004	948.71	1706.40	2655.11
	$91,894.63	$120,440.23	$212,334.86

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 210

Authorizing Payment In Lieu of Taxes Agreement Relative to
Mohawk, Adirondack & Northern Railroad Corporation

By Legislator: James A. Nabywaniec

Whereas, The Jefferson County Industrial Development Agency (the "Agency") was created by Chapter 369 of the Laws of 1971 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act"), and

Whereas, The Agency has agreed to acquire from Mohawk, Adirondack & Northern Railroad Corporation (the "Company"), an interest in a strip of land (being a railroad line) in the Village of Carthage and the Town of Wilna, Jefferson County, New York (the "Land") (Tax Parcel Nos. 86.40-2-37.51, 68.00-1-65, 78.00-2-21 and 86.00-2-6), more particularly described in the PILOT Agreement, and

Whereas, The Agency has agreed to lease the property to the Company pursuant to a lease agreement by and between the Agency and the Company, and the Company intends to renovate and modernize the existing commercial railroad line (the "Improvements"), and

Whereas, Pursuant to Section 874(1) of the Act, and Section 412(A) of the Real Property Tax Law of the State of New York, the Agency is exempt from the payment of taxes and assessments imposed upon real property and improvements owned by it other than special ad valorem levies, special assessments and services charges against real property located in Jefferson County which are or may be imposed for special improvements or special district improvements, and

Whereas, The Jefferson County Board of Legislators has determined that the Project is in the best interest of the County and deems it appropriate for the Agency to enter into a Payment in Lieu of Taxes Agreement making provision for payments in lieu of taxes by the Company to the Agency for the benefit of the respective taxing jurisdictions within which the property is located in substantially the same form as presented at this meeting.

Now, Therefore, Be It Resolved, That the Jefferson County Board of Legislators hereby consents to entering into a Payment in Lieu of Taxes Agreement with Mohawk, Adirondack & Northern Railroad Corporation in substantially the same form as presented at this meeting and which is attached to this resolution as Exhibit "A".

Seconded by Legislator: Daniel R. McBride

MOHAWK, ADIRONDACK & NORTHERN RAILROAD CORPORATION

and

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

2016 PAYMENT-IN-LIEU-OF-TAX AGREEMENT

(JEFFERSON COUNTY, NEW YORK)

Dated as of September ____, 2016

Taxing Authorities:
See Schedule B attached hereto

Tax Parcels:
See Schedule C attached hereto

2016 PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of September _____, 2016, is between MOHAWK, ADIRONDACK & NORTHERN RAILROAD CORPORATION, a corporation organized and existing under the laws of the State of New York, having its office and a principal place of business at One Mill Street, Suite 101, Batavia, New York 14020, duly organized and validly existing under the laws of the State of New York (the "Company") and the JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having its principal office at 800 Starbuck Avenue, Watertown , New York, 13601 (the "Agency").

WITNESSETH:

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 918 of the Laws of 1971 of the State of New York, as amended (collectively, the "Act"), the Agency was created with the authority and power to undertake, among other things, the acquiring, constructing, renovating and equipping of certain industrial facilities as authorized by the Act; and

WHEREAS, the Company, has requested the Agency's assistance with a certain project (the "Project") consisting of (A) the renovation, modernization and equipping of an existing commercial railroad (the "Improvements") located on a strip of land in Jefferson County as more fully described in Schedule A attached hereto and made a part hereof (the "Land" and with the Improvements are collectively the "Facility"), and (B) operating the Facility; and

WHEREAS, the Agency has agreed to lease the Facility to the Company pursuant to the terms and conditions of a certain Lease Agreement, dated as of the date hereof (the "Lease Agreement") such that title will remain in the Agency throughout the Lease Term (as that term is defined in the Lease Agreement); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes by the Company to the Agency for the benefit of the Taxing Authorities, as defined in Schedule B attached hereto;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company agrees to make payments in lieu of all real estate taxes and assessments, in addition to paying all special ad valorem levies, special assessments and service charges against real property located within the Taxing Authorities which are or may be imposed for special improvements or special district improvements which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the "Taxes on the Facility"). The amounts of such payments in lieu of real estate taxes and assessments and method for calculation are set forth herein.

(b) Reserved.

(c) Each January 1, commencing with January 1, 2017, the Company shall pay, as payments in lieu of taxes and assessments, the amounts set forth on Exhibit A attached hereto and made a part hereof. Payments made after January 1 as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a penalty of five percent (5%) of the amount then due and interest, at the rate of one percent (1%) per month on payments more than one month delinquent.

(d) Reserved.

(e) During the term of this Agreement, the Company shall continue to pay all special ad valorem levies, special assessments, and service charges levied against the Facility for special improvements or special district improvements.

(f) Reserved.

(g) The Company agrees that it shall be entitled to no more than a total of fifteen (15) years of tax benefits relative to the Facility. Accordingly, this Agreement shall terminate at the conclusion of the fifteenth (15th) year after the effective period of this PILOT Agreement, except for early termination otherwise provided for herein.

2. Other than upon early termination under the Lease Agreement, in the event that title to the Facility or any part thereof is transferred from the Agency to the Company at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Taxing Authorities, or appropriate special districts, as the case may be, by such taxable status date, the Company hereby agrees to pay at the first time taxes or assessments are due following the taxable status date at which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Company took title until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act, other legislative change, or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

4. In the event the Company enters into a subsequent PILOT Agreement or Agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities under whose jurisdiction the Facility is located, the obligations of the Company hereunder which are inconsistent with such future Agreement or Agreements shall be superseded and shall, to such extent, be null and void.

5. The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the any payments hereunder when due; or (ii) any event of default under the Lease Agreement; or (iii) to comply with its obligations pursuant to a certain installment payment agreement dated August ___, 2016 between the Company and the County of Jefferson in connection with the Company's real property tax obligations arising prior to the date of this Agreement. Upon the occurrence of any Event of

Default hereunder, in addition to any other right or remedy the Agency and/or the Taxing Authorities may have at law or in equity, the Agency and/or Taxing Authorities may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Taxing Authorities) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Taxing Authorities to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Taxing Authorities to recover any such amount.

6. The Company, in recognition of the benefits provided under the terms of this Agreement including, but not limited to, the formula for payments in lieu of taxes set forth in Exhibit A hereto, and for as long as the Lease Agreement is in effect, expressly waives any rights it may have for any exemption under Section 485-a or 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Article 18-A of the General Municipal Law) with respect to the Facility. The Company, however, reserves any such rights with respect to all special ad valorem levies, special assessments and service charges levied against the Facility referred to in Paragraph 1(e).

7. Except as otherwise provided herein, any notice required to be given by or under this Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

To the Agency:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Donald Alexander, Chief Executive Officer

With a copy to:

Menter, Rudin & Trivelpiece, P.C.
120 Washington St., Suite 500
Watertown, New York 13601
Attention: Joseph W. Russell, Esq.

To the Company:

Mohawk, Adirondack & Northern Railroad Corporation
One Mill Street, Suite 101
Batavia, New York 14020
Attention: David J. MonteVerde, President

With a copy to:

John S. Herbrand, Esq.
One Chase Square, Suite 1900

Rochester, New York 14604

With a copy to:

Those Taxing Authorities listed on Schedule B attached hereto.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third business day after mailing.

8. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Company's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or equity.

9. All taxes, assessments, special assessments, service charges, special ad valorem levies, or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due.

10. Upon termination of the Lease Agreement this PILOT Agreement shall terminate.

11. Whenever the Company fails to comply with any provision of this Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement.

12. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing its obligations hereunder or any expense incurred under this Agreement, including any expenses of the Agency, including without limitation reasonable attorneys' fees.

14. This Agreement may be modified only by written instrument duly executed by the parties hereto.

15. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.

16. If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal

or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

17. The Company acknowledges receipt of the Agency's Uniform Tax Exemption Policy Amended and dated February 3, 2004, the terms of which are incorporated herein by reference. The Company acknowledges and agrees that, in addition to any other remedies that may be available to the Agency, all or part of the benefits conferred on the Company hereunder may be subject to recapture pursuant to the provisions of such Uniform Tax Exemption Policy and the Agency's Recapture Policy dated July 7, 2016 as the same may be amended or restated from time to time, copies of which is attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the date first written above.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Donald C. Alexander
Title: Chief Executive Officer

MOHAWK, ADIRONDACK & NORTHERN RAILROAD CORPORATION

By: _____
Name: David J. MonteVerde
Title: President

EXHIBIT A

TO PILOT AGREEMENT DATED AS OF
SEPTEMBER ____, 2016, BY AND BETWEEN
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY (THE "AGENCY") AND
MOHAWK, ADIRONDACK & NORTHERN
RAILROAD CORPORATION (THE "COMPANY")

"Total PILOT Payment" for each calendar year during the term of the Lease shall be calculated as follows based upon rail shipments originating or terminating on the Newton Falls Secondary, as that term is defined in the Lease and Operating Agreement, dated as of September ____, 2016, by and between the Agency and the Company:

"Total Rail Car Payments" shall be calculated as follows:

a. First 1,500 freight cars in each calendar year - no charge
b. For freight cars 1,501+ in each calendar year - $35 per freight car thereafter
c. First 1,200 stone cars in each calendar year - no charge
d. For stone cars 1,201+ in each calendar year - $10 per stone car thereafter
e. For each calendar year in which total cars exceed 2,000, $5 per freight car until freight cars exceed 1,500, then $35 per freight car thereafter as provided in b, above, and $5 per stone car until stone cars exceed 1,200, then $10 per stone car thereafter as provided in d, above.

▪ As used above, the term "freight cars" shall mean revenue-generating loaded railcars containing other than aggregate commodities, and the term "stone cars" shall mean revenue-generating loaded railcars containing aggregate commodities.

Total PILOT Payment to Jefferson County under the Lease Agreement shall be an amount determined by multiplying Total Rail Car Payments by a fraction, the numerator of which is the length of rail line within Jefferson County (6.66) and the denominator of which is the entire length of the Newton Falls Secondary line of railroad from Carthage to Newton Falls, New York (46.15 Miles).

In any year in which Total Rail Car Payments exceed $30,000.00, Jefferson County's portion of each $1.00 thereafter shall be applied as follows: (a) 50 percent shall be applied to pay down the Past Due Payments referenced in Section 2.6 of the Lease Agreement and (b) 50 percent shall be applied to payments under Section 1(c) of this PILOT Agreement.

COUNTY	MILEAGE	PERCENTAGE
ST. LAWRENCE	24.45	53.7
LEWIS	14.45	31.7
JEFFERSON	6.66	14.6
TOTAL	45.56	100

EXHIBIT B

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
UNIFORM TAX EXEMPTION POLICY

Amended: February 3, 2004, Review Date 10/01/15

I. Statement of Purpose:

The Jefferson County Industrial Development Agency (JCIDA), in accordance with the New York State General Municipal Law (NYS GML) Section 874 is exempt from real property, sales and mortgage taxes. By obtaining a passive interest in the property title of economic development projects, the JCIDA can confer on those projects the advantages of such tax exemptions, thereby enhancing the projects' success and increasing its ability to provide a positive impact to the economy of the County and the residents thereof. It is the intention of the JCIDA that the operation of this policy will enhance the tax base of the County by facilitating projects that would have otherwise been deferred or located elsewhere. The provision of tax abatements by the JCIDA in this manner shall be governed by the content of this policy statement.

II. Policy and Process

A. The JCIDA shall assess and determine the economic impact of a project by use of market analysis, employment generation, taxation and assessment generation, economic impact, and/or community support, and shall approve projects for Payment in Lieu of Tax (PILOT) based upon this economic assessment. The impact of a proposed project on existing and proposed businesses and economic development projects in the vicinity. The amount of private sector investment generated or likely to be generated by a proposed project. The likelihood of accomplishing a proposed project in a timely fashion. The extent to which a proposed project will require additional services such as education, transportation, police, emergency, medical or fire. The extent to which a project will provide additional sources of revenue for municipalities and school districts.

B. The JCIDA shall notify each affected taxing jurisdiction of a pending project. Said notification shall be in written form and include the economic assessment, in advance of the date of the voting on a resolution of inducement by the JCIDA.

C. The JCIDA will retain the ability to grant an exemption of PILOT greater than the schedules contained herein on projects which have unique significance based upon recommendations or agreement of the affected taxing jurisdictions or findings by JCIDA.

D. The assessed valuation of the facility and any improvement shall be the determination of the taxing and assessing jurisdictions for the applicable year, and shall be based upon the percentage of completion of the facility and improvements as established by the assessing jurisdiction.

E. The PILOT Agreement shall contain:

1. For Payment in lieu of Real Property Taxes, a combined schedule as warranted, consisting of "X" and "Y" payments as follows:

a. The "X" payment shall consist of one hundred (100%) percent of the annual assessment and taxation applicable and due on the existing facility and property as of the date of transfer to the JCIDA.

b. The "Y" payment shall consist of the percentage of applicable project exemption entitlement reflected herein for the applicable year, applied to the additional assessment resulting from new property acquisition, construction and/or facility improvements. The equivalent taxes shall be established by applying the actual annual tax rate for each taxing jurisdiction.

The procedure for governing a PILOT and instances in which real property appraisals are to be performed as part of an application for tax assessment. The procedure will provide for the statutory penalty of 5% of the amount due for delinquent PILOT payments.

2. An exemption for sales tax on taxable items incorporated into a project. No sales tax exemptions shall be given for the operation of a project.

3. No payment in lieu of mortgage recording tax shall be made.

4. A provision for the recapture of the benefits afforded by the agreement in the event that the economic activity pledged by the project operator does not occur to the satisfaction of the JCIDA. These provisions will be more particularly described elsewhere in this policy.

5. Each PILOT Agreement shall contain language that addresses the ability of the project operator to contest the assessment of the subject property. One of three approaches shall be utilized:

a. A floating assessment as may be determined from time to time by the local assessor. In such cases, the assessor shall maintain the right to establish and adjust the assessment during the term of the PILOT agreement, and the operator shall maintain the right to contest the assessment as provided for in New York State Law.

b. An alternative dispute resolution procedure that allows for a third party appraisal process to establish an assessment level.

c. A fixed payment or fixed assessment approach that establishes the assessment level for the term of the PILOT agreement. In such cases, both the assessor and the operator agree to forfeit any rights to adjust or contest the assessment level during the term of the PILOT agreement.

F. As a means to establish the PILOT program as a reliable economic development tool, and in accordance with the provisions of Article 18A of the NYS GML, the JCIDA has the authority to implement a PILOT with an eligible project, provided such PILOT and its implementation conforms with the procedures and provisions of this policy. However, staff of the Agency shall take the steps necessary to reasonably acquaint the affected taxing jurisdictions regarding the parameters of the proposed agreement, the project operator, the nature of the project and the extent of economic impact. The staff, in concert with the Agency Board of Directors shall attempt to address any concerns raised by the Affected Taxing Jurisdictions, and to overcome any objections prior to implementing a PILOT agreement. In any case, the JCIDA shall only directly implement PILOT agreements that conform to

this uniform policy and, are for projects that benefit a manufacturer, or are projects that are located in the Watertown Empire Zone.

G. Except for Empire Zone Projects, no Commercial/Retail Facilities/Office Buildings/Community Facilities PILOT will be given without the consent of all affected taxing jurisdictions.

III. Real Property Tax Abatement Schedules

A. Definitions:

1. Industrial/Manufacturing.

Manufacturing or production means one or both of two processes: Transforming or Fundamentally changing raw materials or personal property. Combining or assembling items of personal property to create another distinct item.

These terms include construction, reconstruction, or making of property out of scrap, salvage or junk material as well as from new or used raw material or items, whether solid, liquid, or other form by processing, manipulating, refining, mixing or changing the form of an article or by joining, combining or assembling two or more articles to produce tangible personal property.

2. Warehousing/Distribution Facilities.

These facilities constitute manufacturing operations if these facilities are subordinate to, and ancillary to, direct manufacturing operations.

3. Commercial/Retail Facilities/Office Buildings/Community Facilities/Not-for- Profit Facilities.

These facilities shall mean the construction of a new building or structure, or the modernization, rehabilitation, expansion, or improvement of an existing building or structure, or the acquisition of machinery and equipment to be used for the buying, selling or otherwise providing of retail goods or services to the general public, or any facility operated on a not-for-profit basis as defined in NYS GML Section 854 (13).

B. Exemption Schedules:

1. Manufacturing/Industrial Facilities. The Manufacturing/Industrial Facility exemption schedule shall have three alternative levels of abatement applicable, dependent upon the relative economic impact of the proposed project. The greater the economic benefit, the greater the recommended abatement. The recommended entitlement shall be reflected in the economic assessment prepared by the JCIDA (Attachment 1). The JCIDA shall select the appropriate schedule based on the economic impact expected by the project.

a. The levels of abatement, in order of largest to smallest exemption, are as follows:

(1) 15 years, 50%. This PILOT for real property taxes will be for a fifteen (15) year term. The project will be seventy-five (75%) percent exempt for years on through five, fifty (50%) percent for years six through ten, and twenty-five (25%) percent exempt for years eleven through fifteen. After year fifteen, the exemption would terminate. This would result in a fifty (50%) percent total exemption during the fifteen year period. No in lieu of sales tax payments shall be made during the construction and equipping of the project, nor will any in lieu of mortgage recording tax payments be made.

(2) 15 years, 35%. This PILOT will be for a fifteen (15) year term. In year one, the project would be seventy (70%) percent exempt. The exemption would decline five (5%) percent each year for the next fourteen years. At year fifteen, the exemption would be zero (0%) percent. This would result in a thirty-five (35%) percent exemption during the fifteen year period. No in lieu of sales tax payments shall be made during the construction and equipping of the project, nor will any in lieu of mortgage recording tax payments be made.

(3) 10 years, 28%. This PILOT will be for a ten year period. In year one, the project would be fifty (50%) percent exempt. The exemption would decline by (5%) percent each year for the next nine years. After year ten, the exemption would terminate; this would result in a twenty-eight (28%) percent total exemption during the ten year period.

2. Watertown Empire Zone Projects. This PILOT is intended to put into effect the regular EZ 485-e benefit. Where a project is located within the Empire Zone, and the operator is a Zone Certified Business, the business may elect to apply to the City or Town of Watertown to utilize a PILOT that reflects the exemption schedule provided for in Section 485-e of the Real Property Tax Law. There are no fees associated with the 485-e nor does it require the consent of any taxing jurisdictions. The 485-e schedule is as follows:

Year 1	100%	Year 7	100%
Year 2	100%	Year 8	75%
Year 3	100%	Year 9	50%
Year 4	100%	Year 10	25%
Year 5	100%	Year 11	0%
Year 6	100%		

3. Commercial/Retail Facilities/Office Buildings/Community Facilities/Not-for-Profit Facilities.

A. The JCIDA shall only provide such assistance to retail facilities in accordance with the restrictions contained in NYS GML Section 862 (2).

B. Commercial/Retail Facilities/Office Buildings/Community Facilities/Not-for-Profit Facilities shall have the following exemption schedule:

Year of Exemption	Amount of Exemption
1	50%
2	45%
3	40%
4	35%
5	30%
6	20%
7	10%
8 and after	0%

IV. Recapture of Benefits

A. The JCIDA shall periodically review the economic impact of each of the projects to which it holds title. This will be done sooner where it is obvious that significant deviation from the original intent of the project is realized.

B. All PILOT agreements will contain provisions that allow for the recapture of past, and cancellation of future tax abatements. In determining the extent of recapture or cancellation, the JCIDA shall consider the extent to which the company has met its proposed economic impacts.

C. The following policy concerning recapture of the abated taxes shall apply.

1. Sale or closure of the facility. The PILOT is terminated immediately, and the property deeded back to the operator.

2. Significant employment reductions. If after careful examination, this is to be a temporary situation, no action will be taken. If the situation is deemed permanent, then the abatement will be reduced by up to 100%, and/or recapture of past tax benefits can be pursued, at the discretion of the JCIDA and in consultation with the affected taxing jurisdictions.

3. Significant change in the use of the facility. If the change still is consistent with acceptable JCIDA policy and there is insignificant job loss, no action will be taken. If this change falls outside acceptable JCIDA policy, then the withdrawal of entire abatement and/or recapture of past tax benefits can be pursued at the discretion of the JCIDA and in consultation with the affected taxing jurisdictions.

V. Deviations from Policy

A. There are several factors that the JCIDA will consider in determining whether to deviate from these policies. The JCIDA will reserve discretion to deviate on a case-to-case considering all factors the JCIDA deems relevant. These deviations from the standard policy will require written notification with reason to the Chief Executive Officer of each affected taxing jurisdiction. These factors include bur are not necessarily limited to the following:

B. If the project contains significant economic impact on the area such as major job retention or attraction.

C. Abatements for projects, which are extremely expensive but provide little in the way of new jobs, would be negotiated by the taxing jurisdictions and the developer with the JCIDA in attendance.

D. If the taxing entities in a particular area of the County ask the JCIDA to provide Real Estate Tax Abatements for a proposed project which would fall outside the JCIDA policy, then this request would be considered.

E. Any PILOT that represents a deviation from this policy shall require the consent of all affected taxing jurisdictions.

VII. Sales Tax Exemption

A. This exemption will apply only to the construction/renovation and equipping period when the original project is completed and will be for the full amount of the sales tax (now 7.25%).

B. This will be reported to the State Department of Taxation and Finance in its annual report/audit to this Agency.

C. There will be no recapture of benefits in cases of deviation or closure of the project.

D. Any deviations from this policy will be made on a case-to-case basis with notification and comments from the Chief Executive Officer of each affected taxing jurisdiction.

VII. Mortgage Recording Tax Exemption

A. This exemption (currently .0075) will apply only to projects where mortgages are established under the JCIDA title and will be for initial construction, additions, or equipping.

B. There will be no recapture of benefits in cases of deviation or closure of the project.

C. Any deviations from this policy will be made on a case-to-case with notification and comments from the Chief Executive Officer of each affected taxing jurisdiction.

Jefferson County Industrial Development Agency
Recapture Policy
July 7, 2016

Below please find the language from the OSC legislation regarding Recapture Requirements

EACH AGENCY SHALL DEVELOP POLICIES FOR THE SUSPENSION OR DISCOTINUANCE OF FINANCIAL ASSISTANCE, OR FOR THE MODIFICATION OF ANY PAYMENT IN LIEU OF TAX AGREEMENT TO REQUIRE INCREASED PAYMENTS UNDER CIRCUMSTANCES AS SPECIFIED IN THE POLICY, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO EVENTS OF MATERIAL VIOLATION OF THE TERMS AND CONDITIONS OF A PROJECT AGREEMENT.

EACH AGENCY SHALL DEVELOP POLICIES FOR THE RETURN OF ALL OR A PART OF THE FINANCIAL ASSISTANCE PROVIDED FOR THE PROJECT, INCLUDING ALL OR PART OF THE AMOUNT OF ANY TAX EXEMPTIONS, AS SPECIFIED IN THE POLICY, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO MATERIAL SHORTFALLS IN JOB CREATION AND RETENTION PROJECTIONS OR MATERIAL VIOLATIONS OF THE TERMS AND CONDITIONS OF PROJECT AGREEMENTS. ALL SUCH RETURNED AMOUNTS OF TAX EXEMPTIONS SHALL BE REDISTRIBUTED TO THE APPROPRIATE AFFECTED TAX JURISDICTION, UNLESS AGREED TO OTHERWISE BY ANY LOCAL TAXING JURISDICTION.

In the first paragraph there are two basics concepts relating to termination or modification of PILOT's

1. IDA's should have a written policy for the termination/discontinuance of PILOT's if a project does not meet or violates a material term or condition identified in the Inducement Resolution and or Project Agreement or IDA policy, or

2. IDA's should require increased PILOT payments if a project does not meet or violates a material term or condition of the Project Agreement or IDA Policy

The second paragraph generally outlines the Recapture Requirement

1. Each IDA shall have a Recapture Policy for all or a portion of assistance as specified in the IDA policy for material shortfalls in "Material Factors" which may include, but not limited to job creation and or retention projections, or material term of the IDA Project Agreement.

2. Requires that any Recapture funds be returned to the appropriate affected taxing jurisdictions unless otherwise agreed to by the taxing jurisdiction.

*Minimally our Best Practice Policy Recommendation needs to meet the above requirements:

Key Components

Purpose:
To establish a procedure and policy to be compliant with the new OSC legislation, that would establish Material Factors which would be used to determine if a company which is receiving IDA financial

assistance is meeting the obligations required and stated in the IDA approval and project agreements, and if not, to establish a process to review and determine if a reduction, termination and/or recapture of financial assistance is required.

Material Factors:

For each project seeking financial assistance the IDA Board will establish Material Factor(s) which are to be defined and stated in the approving board resolution and project agreements. Material Factors should be explicit and measurable and may include items such as investment, job creation, retention or other factors as determined by the board. Material Factors may vary by project type or specific application. Each project approved by the IDA board will have identified material factors, which will be measured and evaluated to determine if a project receiving financial assistance has met and or continues to meet the required obligations as set by the IDA board at the time of project approval.

For certain numerical Material Factors such as, job creation, investment amount etc., it is recommended that each board set an acceptable achievement factor, which would constitute compliance with the Material Factor requirement, such as 85% of job creation or retention goals. For non-numeric factors each board should determine how the project will be evaluated to demonstrate that it has met the Material Factor requirement.

Each IDA board may consider a number of Evaluative Criteria when determining whether to approve a project for financial assistance, however a Material Factor shall differ from Evaluative Criteria in that it should be directly measurable and will be utilized to determine whether a project has met its requirements under the condition of project approval and project agreement.

*A separate best practice group is working on recommendations for Evaluative Criteria based on project type.

Material Factor Monitoring:

Each IDA shall develop a reporting/monitoring system to determine whether the Material Factors have been met or are being met over the term of the financial assistance, such as the duration of the PILOT agreement. Some Material Factors may be required and complied with over the term of the financial assistance, i.e. jobs, others may be a onetime check, i.e. project investment. For Material Factors that are multi-year, IDA's should monitor for compliance on at least an annual basis, and for the full term of the financial assistance period. Upon project approval the IDA Board should be explicit in its project approvals the Material Factors which the project will be evaluated for, the measurable criteria, and the term for which each factor will be monitored.

Monitoring reports maybe provided directly by the project applicant, from IDA staff, field visits, or through various other methods as determined by the IDA Board. Monitoring efforts should be documented in writing to verify compliance with Material Factor requirements.

Monitoring and compliance reports should be presented to the Board of Directors on an annual basis. If it is determined that a project receiving financial assistance has not met or maintained compliance with a Material Factor, term or condition of the project agreement, or any other condition as set by the board, each IDA shall develop a procedure to resolve non-compliance issues, or any undertake termination, reduction or recapture efforts

Non-Compliance Process:
If a company is found to be in violation or non-compliant with a Material Factor during the course of the compliance period, the IDA shall have a written procedure to determine if an action by its Board is necessary.

If during the annual monitoring and or reporting period it is found that a company which is receiving financial assistance which shall be defined as Sales, PILOT or Mortgage Recording Tax incentives, the IDA shall undertake the following:

1. The IDA shall notify the company in writing that in the Agency's determination they are or have violated a Material Factor.
2. The company shall be given an opportunity to remedy the violation.
3. The IDA shall seek additional information/explanation from the company as to why a Material Factor was not achieved. These may include economic or natural factors that led to the default. These factors should be discussed and predetermined to the extent possible by the Board and may include items such as, natural disaster, industry dynamics, unfair competition or economic events that were outside the control of the company.
4. The company shall be provided the opportunity to present before the IDA Board or designated committee, any information as outlined in #3 above regarding why the Material Factor was not achieved.

Board Actions:
Actions regarding taking no action to recapture benefits, reduction, termination or recapture of financial assistance should be made by the IDA Board. The following options are recommended as considerations for IDA actions when considering Material Factor compliance or violations of terms and conditions of project agreements.

1. Upon a review of the facts regarding a non-compliance determination the IDA Board may determine that the cause of the non-compliance was a valid reason for not meeting the Material Factor and may consider the matter closed without further action, or set a specific time period to give the opportunity for the company to achieve compliance, this may also be accompanied by a period of increased reporting. (ie: Review violated Material Factor(s) quarterly until remedied)

2. If a company is ultimately unable to meet a Material Factor or is in continued violation of the terms and conditions as set forth in the project agreement, the IDA Board shall develop procedures and policies which will define when it will take actions regarding reduction, termination or recapture of financial assistance. Below are listed several best practice options that may be undertaken

Reduction of Financial Assistance: At the discretion of the IDA Board, it may consider a reduction in assistance as an appropriate action to take in the event of a Material Factor or project agreement non-compliance. The reduction may be set at the sole discretion of the board, or may be based on a pro-rata basis, depending on the extent of the Material Factor non-compliance. As an example a project may have met 3 out of 4 Material Factors and the board could consider a 25% reduction in PILOT scheduled abatements, or a project may have only met 80% of a specific Material Factor, ie: job creation or investment and a 20% reduction in

assistance may be considered. This same pro-rata concept may be applied to Material Factors which are multi-year and are enforced over the term of a PILOT, ie: project met job retention goals for 8 of 10 years etc.

Termination of Financial Assistance: In addition to the typical reasons why an IDA may act to terminate financial assistance such as, closure, change of use, change of ownership etc., an IDA Board may elect to terminate any ongoing financial assistance to a company. Reasons for termination should be explicit and may include continued non-compliance with a Material Factor, continued violation of the terms and conditions of the Project Agreement, failure to comply with ongoing reporting or compliance requirements of the agency, and an action by the IDA Board to recapture financial assistance which shall be accompanied by a termination of ongoing financial assistance.

Recapture of Financial Assistance: An IDA Board may take action to Recapture a portion or all of the Financial Assistance provided to a company. Actions to Recapture shall be made by decision of the IDA Board and shall be reserved for continued and/or severe violations of Material Factors or the terms and conditions of the Project Agreement. An event leading to recapture may include: an applicant knowingly providing false information on an application or a compliance/monitoring report: IDA Board finding that the company did not make a good faith effort or have any intention of meeting a Material Factor or a term and condition of the Project Agreement: the company ceases operations and/or relocates prior to fulfilling the length of term for a Material Factor: the company demonstrates a wanton disregard for state and or local laws or regulations.

In the event an IDA is successful in receiving Recaptured Financial Assistance such funds shall be returned to the appropriate affected taxing jurisdictions unless otherwise agreed upon by the local taxing jurisdiction.

SCHEDULE A

Legal Description

All that strip of railroad land starting at the property line with CSX at MP 74.65 ± in the Village of Carthage (Parcel 86.40-1-37.51) commencing at the southerly margin of Adelaide Street and continuing in the direction of Newton Falls, excluding that portion of Parcel 86.40-2-37.51 from State Street in the Village of Carthage to the boundary with the Village of West Carthage that comprises of the rail line commonly referred to as the Lowville Industrial Track, to the Village of Carthage/Town of Wilna boundary (Parcel 86.00-2-6) continuing in the direction of Newton Falls to the Jefferson County boundary with Lewis County and then starting again at the Lewis County boundary with Jefferson County in the Town of Wilna (Parcel 78.00-2-21) and then continuing in the direction of Newton Falls to the Jefferson County boundary with Lewis County and then continuing from the Lewis County Boundary with Jefferson County in the Town of Wilna (Parcel 68.00-1-65) in the direction of Newton Falls to the Jefferson County boundary with Lewis County.

Schedule B

Taxing Authorities

Jefferson County, Carthage Central School District, the Village of Carthage and the Town of Wilna

Schedule C

Tax Parcels

Village of Carthage Tax Parcel #86.40-2-37.51
Town of Wilna Tax Parcel #68.00-1-65
Town of Wilna Tax Parcel #78.00-2-21
Town of Wilna Tax Parcel #86.00-2-6

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 211

Authorizing An Agreement with EvoGov, Inc. for Website Design

By Legislator: James A. Nabywaniec

Whereas, The system that runs the County's website will no longer be supported in July of 2017, and

Whereas, The County went out for request for proposals, established a review committee, and conducted interviews with web designer/hosts, and

Whereas, The Committee believes that based on cost, design, and hosting the best overall response came from EvoGov Inc., and

Whereas, Funding is available in the Capital Budget for this purchase.

Now, Therefore, Be It Resolved, That Jefferson County enter into a contract with EvoGov Inc in the amount of $26,800 for a redesign of the County's website, and be it further

Resolved, That the Chairman of the Board of Legislators is hereby authorized and directed to execute the agreement with EvoGov, Inc., subject to the approval of the County Attorney as to form and content.

Seconded by Legislator: Carolyn D. Fitzpatrick

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 215

Authorizing Amended Renewal Agreement with NYS Unified Court System
for Provision of Court Security Services by Jefferson County

By Legislator: Michael J. Docteur

Whereas, Resolution 305 of 2014 authorized a five year Agreement with the NYS Unified Court System for the provision of court security services by the Jefferson County Sheriff for the period of April 1, 2014 through March 31, 2019, said agreement to be divided into annual periods commencing April 1st and terminating on March 31st, each of which will contain provisions for staffing and maximum amounts of monetary reimbursement, and

Whereas, By Resolution 59 of 2016 Jefferson County entered into a second period renewal agreement with the NYS Unified Court System for the provision of court security services for the period of April 1, 2015 through March 31, 2016, at maximum compensation of $131,759, and

Whereas, The Unified Court System has notified the County of an increase in the maximum compensation to $164,600 for the second period which necessitates an amendment to the contract.

Now, Therefore, Be It Resolved, That Jefferson County enter into an amended renewal agreement with the NYS Unified Court System for the provision of court security services for the period of April 1, 2015 through March 31, 2016, at a maximum compensation of $164,600, and be it further

Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute such amendment on behalf of Jefferson County, subject to approved by the County Attorney as to form and content.

Seconded by Legislator: William W. Johnson

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 213

Authorizing an Agreement with the Community Action Planning Council (CAPC) to Promote Fair and Equal Housing

By Legislator: Carolyn D. Fitzpatrick

Whereas, Jefferson County is the grant recipient of U.S. Department of Housing and Urban Development funding from the Community Development Block Grant and HOME Programs, and said funds are committed to housing assistance programs for income eligible County residents, and

Whereas, To ensure compliance with funding requirements the County is obligated to promote and further fair and equal housing opportunities for residents of Jefferson County consistent with federal legislation and regulations, and

Whereas, To accomplish this objective the County has annually entered into a contract for the provision of fair housing services including acting as the County's fair housing office for public education, information and referral, and complaint assistance, and

Whereas, Funds for a fair housing contract are appropriated in the 2016 County Budget.

Now, Therefore, Be It Resolved, That the Chairman of the Board of Legislators is hereby authorized to enter into an agreement, subject to the approval of the County Attorney, with the Community Action Planning Council (CAPC) in an amount not to exceed $7,500.00 for promoting and furthering fair and equal housing opportunities in the County for the period October 1, 2016 through September 30, 2017.

Seconded by Legislator: Daniel R. McBride

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 214

Authorizing Agreements with the Federal Aviation Administration, the New York State Department of Transportation and McFarland Johnson, and Amending the 2016 County Budget and Capital Plan in Relation to the Terminal Apron Reconstruction Design

By Legislator: Anthony J. Doldo

Whereas, Jefferson County has received a Grant offer from Federal Aviation Administration (FAA), and New York State Department of Transportation (NYSDOT) for the Terminal Apron Reconstruction Design in the amount of $194,766 and $10,821 respectively, and

Whereas, Jefferson County has committed funds for the local share of projects costs in the amount of $10,821, and

Whereas, The Terminal Apron pavement is exhibiting noticeable wear due to the effects of service loads, weather and time, and has a need to be replaced or rehabilitated, and

Whereas, The County's selected airport consultant on this project, McFarland Johnson, prepared the successful application, and

Whereas, The County's airport consultant, McFarland Johnson, will complete the Design at a cost not to exceed $211,407, and

Whereas, The County is expected to incur $5,000 in reimbursable administrative expenses in relation to the project, and

Whereas, The 2016 County Capital Plan must be amended to establish said projects in the capital fun.

Now, Therefore, Be It Resolved, That Jefferson County enter into agreements with the FAA, NYSDOT, and also enter into a service agreement with McFarland Johnson, for said project and that the Chairman of the Board is hereby authorized and directed to execute said agreements on behalf of the County, including any change orders as recommended by the Airport Manager, not to exceed the funding available, subject to review of the County Attorney as to form and content, and be it further

Resolved, That the 2016 County Budget is amended as follows:

Increase:

Expenditure:

20561000 02081	Apron Reconstruction	$ 216,407

Revenue:		
20900600 94589	Federal Aid – FAA	$ 194,766
20900600 93589	State Aid – DOT	$ 10,820
Decrease:		
20698900 02064	Property improvements	$ 10,820

Seconded by Legislator: James A. Nabywaniec

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 215

Establishing Time and Place for a Public Hearing on the Inclusion of Viable Agricultural Land in Certified Agricultural Districts before the Districts' Established Review Periods

By Legislator: Robert D. Ferris

Whereas, New York State Agriculture and Markets Law Article 25AA, Section 303-b requires that Counties establish an annual thirty day period within which to accept requests by landowners to have viable agricultural land included in a certified Agricultural District, and

Whereas, The Jefferson County Board of Legislators passed Resolution No. 98 of 2004, Establishing an Annual Thirty Day Period for Landowners to Submit Proposals to Include Viable Agricultural Land within an Existing Agricultural District Before the District's Established Review Period, and

Whereas, Resolution No. 98 of 2004 established June 1 through June 30 as the annual thirty day review period, and

Whereas, In accordance with Section 303-b of Article 25AA of the New York State Agriculture and Markets Law, the requests for inclusion were referred to the Agricultural and Farmland Protection Board for review and recommendation, and

Whereas, The recommendation of the Agricultural and Farmland Protection Board concerning the inclusion proposals will be submitted to the Clerk of the Board prior to the public hearing.

Now, Therefore, Be It Resolved, That a Public Hearing be conducted by this Board of Legislators concerning the inclusion of viable agricultural land in certified Agricultural Districts before the Districts' established review periods. The public hearing will be held at the 2nd Floor Conference Room at 175 Arsenal Street, Watertown, NY on Tuesday, September 20, 2016 at 5:00 p.m., and be it further

Resolved, That a notice of such public hearing shall be given in accordance with the law.

Seconded by Legislator: Jeremiah J. Maxon

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 216

Appointing Section 3 Coordinator for Jefferson County

By Legislator: Jennie M. Adsit

Whereas, Pursuant to Resolution 117 of 2016, Jefferson County was awarded grant monies from the New York State Office of Community renewal (OCR) through its Community Development Block Grant program to fund an owner-occupied housing rehabilitation program to benefit income eligible homeowners throughout Jefferson County and a mobile home replacement program for low to moderate income eligible residents, and

Whereas, The Board of Legislators agreed to comply with all state and federal regulations that are applicable to that funding, and

Whereas, Section 3 of the Housing and Community Development Act of 1992, as amended, requires that recipients of HUD funding ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to lower income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to lower income persons, and

Whereas, The NYS Office of Community Renewal, as the agency responsible for administering HUD funding in New York State, requires that local communities administering programs with HUD funding must designate a local Section 3 Coordinator with authority to monitor compliance with the HUD regulations.

Now, Therefore, Be it Resolved, That Michael J. Bourcy, Senior Planner in the Jefferson County Department of Planning is hereby appointed as Section 3 Coordinator for Jefferson County, with authority to monitor compliance with the regulations at 24 CFR Part 135 of the federal regulations.

Seconded by Legislator: Anthony J. Doldo

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 317

Amending the 2016 County Budget to Recognize Insurance Recovery
and Transfers within the Road Machinery Fund

By Legislator: Jeremiah J. Maxon

Whereas, The Superintendent of Highways has received an insurance settlement check in the amount of $12,628.60 for damage to a dump truck, and has requested that the settlement be used to cover repairs, and

Whereas, To provide funding to upgrade fuel system software and diagnostic software a transfer between accounts is necessary, and

Whereas The 2016 Budget must be amended to do so.

Now, Therefore, Be It Resolved, That the 2016 Budget is amended as follows:

Increase:

10513000 04119	Computer Software	$ 4,000.00
10513000 043101	Internal Fleet Expense	12,628.60
10900400 92680	Insurance Recoveries	12,628.60

Decrease:

10513000 041111	Communications Equipment	$ 4,000.00

Seconded by Legislator: Anthony J. Doldo

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 218

Amending the 2016 County Budget Relative to Overtime Reimbursement
for the Sheriff's Department

By Legislator: Robert D. Ferris

Whereas, The Alcohol and Substance Abuse Council of Jefferson County has reimbursed the Sheriff's Department for overtime costs incurred while performing compliance checks, and

Whereas, The Department has requested that the County Budget be amended to recognize these funds and to increase its current year overtime account accordingly.

Now, Therefore, Be It Resolved, That the 2016 County Budget is hereby amended as follows:

Increase:

Revenue:

01311000 91588	Other Public Safety Department Income	$ 2,416.89

Expenditure:

01311000 01300	Overtime	$ 2,416.89

Seconded by Legislator: James A. Nabywaniec

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 319

Accepting Donation for Sheriff's Department K-9 Unit
and Amending the 2016 County Budget in Relation Thereto

By Legislator: Jennie M. Adsit

Whereas, The Sheriff's Department has received a donation from the North Pole Fire Department in the amount of $1,599.34 to support the K-9 program.

Now, Therefore, Be It Resolved, That this Board of Legislators does hereby gratefully accept said donation and be it further

Resolved, That the 2016 County Budget is hereby amended as follows:

Increase:

Revenue:		
01311000 92705	Gifts and Donations	$ 1,599.34
Expenditures:		
01311000 04518	Canine Supplies	$ 1,599.34

Seconded by Legislator: Jeremiah J. Maxon

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 220

Authorizing Inter-Municipal Agreement with the City of Watertown
Regarding FY 2016 Edward Byrne Memorial Justice Assistance
Program and Amending the 2016 County Budget in Relation Thereto

By Legislator: Robert D. Ferris

Whereas, The City of Watertown has been awarded $11,466 in funds under the Federal Edward Byrne Memorial Justice Assistance Grant Program for law enforcement purposes, and

Whereas, The County will receive $4,586 of these funds to be used for the purchase of weapons for the Sheriff's Department, and,

Whereas, Grant regulations may require an agreement between the County and the City, and

Whereas, Jefferson County wishes to approve the use of the funds for the program and amend the 2016 County Budget to accept and allocate said grant funds.

Now, Therefore, Be It Resolved, That if necessary, Jefferson County enter into an agreement with the City of Watertown as required by the Edward Byrne Memorial Justice Assistance Program for the purposes detailed above, and be it further

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

Resolved, That the 2016 County Budget is hereby amended as follows:

Increase:

Revenue		
01311000 94389	Federal Aid Public Safety	$ 4,586.40
Expenditures		
01311000 041115	Firearms	$ 4,586.40

Seconded by Legislator: Anthony J. Doldo

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 221

Amending the 2016 County Budget to Allocate Additional State Aid
Relative to a Cost of Living Adjustment for Community Services Programs

By Legislator: Michael J. Docteur

Whereas, By Resolution No. 110 of 2015 and 172 of 2016 contracts for various mental hygiene programs were authorized for the period of July 1, 2015 to June 30, 2016, and July 1, 2016 to June 30, 2017, respectively, and

Whereas, The New York State Office of Alcoholism and Substance Abuse Services has approved additional State Aid for the Credo Community Center for the Treatment of Addictions, Inc. and the Alcoholism and Substance Abuse Council of Jefferson County Inc., d/b/a Pivot for a 0.2% cost of living adjustment (COLA) effective April 1, 2016, and

Whereas, The 2016 County Budget needs to be amended to reflect the additional funds.

Now, Therefore, Be It Resolved, That the 2016 County Budget be and is hereby amended as follows:

Increase:

Revenue		
01431000 93484	State Aid - A&S Abuse Council	$3,140
Expenditures:		
01432000 04702	Credo Foundation	$2,109
01432000 04703	Substance Abuse Council	1,031

Seconded by Legislator: Allen T. Drake

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 322

Authorizing Agreement for Provision of Certain Professional Services
to the Medical Examiner's Office

By Legislator: Jeremiah J. Maxon

Whereas, It is desirable to have the extensive resources of the Onondaga County Medical Examiner's (M.E.) Office available for backup to support the operation of the Jefferson County Medical Examiner (M.E.) Program particularly during those times when the Jefferson County M.E. is out of the area on vacation, medical leave or other unexpected absences, and in instances involving complicated deaths.

Now, Therefore, Be It Resolved, That, Jefferson County enter into an agreement with Onondaga County for a minimum of 10 autopsies per year and on an as needed provision of professional autopsy and testing services by the Onondaga County M.E.'s Office for the period January 1, 2017 through December 31, 2021; and be it further

Resolved, The 2017-2021 rates shall be at current published charges in effect and on file with Jefferson County at the time the service is requested and rendered, and be it further

Resolved, That the Chairman of the Board is hereby authorized and directed to execute said agreement on behalf of Jefferson County.

Seconded by Legislator: Carolyn D. Fitzpatrick

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 223

Authorizing Amended Agreement for Provision of Certain Professional Services to the Medical Examiner's Office

By Legislator: Jeremiah J. Maxon

Whereas, It is desirable to establish backup contracts for the provision of forensic toxicology laboratories in the event that Erie County Department of Health Medical Examiner's Forensic Toxicology Laboratory is not available for toxicology blood, urine and organ analyses to the Jefferson County Medical Examiner Program, and

Whereas, By Resolution 277 of 2014 Jefferson County entered into an Agreement with AIT (American Institute of Toxicology) Laboratories for theses services, and

Whereas, The forensic toxicology business of AIT will now operate as an independent company, Axis Forensic Toxicology, Inc. effective July 13, 2016, and our contract needs to be amended to reflect this change as well as extending the term of the agreement.

Now, Therefore, Be it Resolved, That Jefferson County execute an amended agreement with AIT Laboratories, Inc. to reflect the business name change to Axis Forensic Toxicology, for the period of July 13, 2016 through December 31, 2022, and be it further

Resolved, That the Chairman of the Board is hereby authorized and directed to execute said amended agreement on behalf of Jefferson County.

Seconded by Legislator: Carolyn D. Fitzpatrick

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 224

Amending the 2016 County Budget in Relation to Public Health Department Accounts

By Legislator: Robert D. Ferris

Whereas, The Jefferson County Public Health Service provides home health services, and

Whereas, Additional funds are needed in the home care overtime and temporary accounts, due to gaps in full-time positions, and fluctuating service demands for temporary and part-time employees, as well as full-time employees during after hours and on weekends and holidays, and

Whereas, There are funds available within the Public Health Service personal services account for transfer, due to vacancies.

Now, Therefore, Be It Resolved That the 2016 County Budget is amended as follows:

Increase:

01405000 01110	Temporary	$62,000
01405000 01300	Overtime	16,000

Decrease

01405000 01100	Personal Services	78,000

Seconded by Legislator: Michael J. Docteur

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20 ____.

_____
Clerk of the Board of Legislators